

IMPORTANT NOTICE
NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the offering circular attached to this electronic transmission and you are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached offering circular (the “**Offering Circular**”). In accessing the Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from AmBank (M) Berhad (the “**Issuer**”) as a result of such access.

Restrictions: NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES (“U.S.”) OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. ANY SECURITIES TO BE ISSUED HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR ANY OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE U.S., EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAW AND THE SECURITIES ARE BEING OFFERED AND SOLD OUTSIDE OF THE UNITED STATES IN RELIANCE ON REGULATION S OF THE SECURITIES ACT.

THE ATTACHED OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARRANGERS AND DEALERS (EACH AS DEFINED BELOW) AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. DISTRIBUTION OR REPRODUCTION OF THE ATTACHED OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE SECURITIES LAWS OF OTHER JURISDICTIONS.

UNDER NO CIRCUMSTANCES SHALL THIS OFFERING CIRCULAR CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED IN THE OFFERING CIRCULAR.

Confirmation of Your Representation: By accessing this Offering Circular you confirm to Australia and New Zealand Banking Group Limited, AmInvestment Bank Berhad, Standard Chartered Bank and Standard Chartered Bank (Singapore) Limited as arrangers and dealers (together the “**Arrangers**” and “**Dealers**”) and the Issuer, that (i) you understand and agree to the terms set out herein, (ii) you are not and the email address which you have provided and to which this Offering Circular has been sent is not in the United States, its territories and possessions, (iii) you consent to delivery by electronic transmission, (iv) you will not transmit the attached Offering Circular (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the prior written consent of the Arrangers and Dealers and (v) you acknowledge that you will make your own assessment regarding any credit, investment, legal, taxation or other economic considerations with respect to your decision to subscribe or purchase any of the Notes (as defined in the attached Offering Circular).

You are reminded that the attached Offering Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Offering Circular, electronically or otherwise, to any other person and in particular to any person or address in the U.S. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

If you received this Offering Circular by email, you should not reply by email to this announcement. Any reply email communications, including those you generate by using the “Reply” function on your email software, will be ignored or rejected. If you receive this Offering Circular by email, your use of this email is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Arrangers or the Dealers or any affiliate of the Arrangers or the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Arrangers or the Dealers or such affiliate on behalf of the Issuer in such jurisdiction.

Under no circumstances shall the Offering Circular constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Recipients of the attached document who intend to subscribe for or purchase Notes are reminded that any subscription or purchase may only be made on the basis of the information contained in this Offering Circular.

This Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Arrangers and Dealers, the Agents, the Issuer nor any person who controls or is a director, officer, employee or agent of the Arrangers and Dealers, the Agents, the Issuer nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard copy version available to you on request from the Arrangers and Dealers.

The distribution of the Offering Circular in certain jurisdictions may be restricted by law. Persons into whose possession the attached document comes are required by the Arrangers and the Issuer to inform themselves about, and to observe, any such restrictions.



AmBank (M) Berhad
Registration No. 196901000166 (8515-D)
(incorporated with limited liability in Malaysia)

U.S.\$2,000,000,000
Euro Medium Term Note Programme

On 2 August 2013, AmBank (M) Berhad (the “**Issuer**”) established a U.S.\$2,000,000,000 Euro Medium Term Note Programme (the “**Programme**”). This Offering Circular supersedes any previous offering circular and supplements thereto prepared in connection with the Programme. Under the Programme, the Issuer, subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the “**Notes**”, which expression shall include Senior Notes and Subordinated Notes (each as defined herein)). The aggregate nominal amount of Notes outstanding will not at any time exceed U.S.\$2,000,000,000 (or the equivalent in other currencies) unless such amount is otherwise increased pursuant to the terms of the Programme. The Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

Application will be made to the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for permission to deal in, and for quotation of, any Notes to be issued pursuant to the Programme and which are agreed at or prior to the time of issue to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST (the “**Official List**”). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, its subsidiaries, its associated companies (if any), the Programme or such Notes. Unlisted Series (as defined herein) of Notes may also be issued pursuant to the Programme. In respect of any issue of Notes, the applicable Pricing Supplement (as defined herein) will specify whether or not such Notes will be listed on the SGX-ST, Bursa Malaysia Securities Berhad (“**Bursa Malaysia**”) under an Exempt Regime, the Labuan International Financial Exchange Inc. (the “**LFX**”) or any other stock exchange.

Application may be made to Bursa Malaysia for permission to list any of the Notes under an Exempt Regime at the option of the Issuer. There is no assurance that any application will be made to Bursa Malaysia for permission to list any of the Notes under an Exempt Regime and, if such an application were to be made, there is no assurance that the application will be approved and there can be no assurance that such listings will occur at all. If Bursa Malaysia’s approval is obtained, the Notes will be listed under an Exempt Regime of Bursa Malaysia but will not be quoted for trading and, for so long as the Notes are so listed, the Issuer will be obliged to comply with certain continuing obligations, including, but not limited to, the announcement of information pertaining to each issuance of Notes prior to the issuances, any material information and information or documents as prescribed by Bursa Malaysia. Bursa Malaysia takes no responsibility for the contents of this Offering Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents of this Offering Circular. Investors are advised to read and understand the content of the Offering Circular before investing. Investors should make their own assessment as to the suitability of investing in such Notes and should consult their advisers.

Application may be made to the LFX for the listing of, and permission to deal in, any of the Notes that may be issued under the Programme at the option of the Issuer. There is no assurance that any application will be made to the LFX for permission to list any of the Notes and, if such an application were to be made, there is no assurance that the application will be approved and there can be no assurance that such listings will occur at all. The LFX assumes no responsibility for the correctness of any of the statements made or opinions or reports contained in this Offering Circular, makes no representations as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents of this Offering Circular. Investors are advised to read and understand the contents of this Offering Circular before investing. Investors should make their own assessment as to the suitability of investing in such Notes and should consult their advisers. Admission to the Official List of the LFX is not to be taken as an indication of the merits of the Issuer, the Programme or the Notes.

The Notes may be issued in bearer form (the “**Bearer Notes**”) or in registered form (the “**Registered Notes**”). Each Tranche (as defined herein) of Bearer Notes will be represented on issue by a temporary global note in bearer form (each a “**temporary Global Note**”) or a permanent global note in bearer form (each a “**permanent Global Note**” and, together with the temporary Global Note, the “**Global Notes**”). Interests in a temporary Global Note will be exchangeable in whole or in part, for interests in a permanent Global Note on or after the date 40 days after the later of the commencement of the offering and the relevant issue date (the “**Exchange Date**”), upon certification as to non-U.S. beneficial ownership. Each Tranche of Registered Notes will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Global Notes and Certificates may be deposited on the issue date with a common depository on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream**”) (the “**Common Depository**”) or with a sub-custodian for the Central Moneymarkets Unit Service (“**CMU**”) operated by the Hong Kong Monetary Authority (“**HKMA**”) (such Notes, “**CMU Notes**”). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in “Summary of Provisions Relating to the Notes while in Global Form”.

The Issuer has engaged Moody’s Investors Service, Inc. (“**Moody’s**”) who has assigned Programme ratings of (P)A3 (Senior Unsecured) and (P)Ba1 (Subordinated) respectively, and Standard & Poor’s Rating Services (“**S&P**”) in respect of the ratings of certain drawdowns. Notes to be issued under the Programme will be rated or unrated, and if rated, shall be rated by either or both of Moody’s and S&P. Save as otherwise disclosed, any other rating(s) in respect of the Issuer, the Programme, or any series of notes are unsolicited. Where an issue of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Where a Series of Notes is rated, the relevant rating for the Notes shall be specified in the applicable Pricing Supplement.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States (“**U.S.**”), and the Notes may include bearer Notes that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or, in the case of bearer Notes, delivered within the United States except in certain transactions exempt from the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold only outside the United States in reliance on Regulation S under the Securities Act.

Prospective investors should have regard to the factors described under the section headed “Investment Considerations” in this Offering Circular.

The approval of the Securities Commission Malaysia (the “**SC**”) for the Programme pursuant to applicable Malaysian laws was obtained on 4 July 2013. The approval of the SC shall not be taken to indicate that the SC recommends the subscription or purchase of the Notes to be issued under the Programme. The submission to the SC was made by AmInvestment Bank Berhad as the principal advisor.

*This Offering Circular is an advertisement and not a prospectus for the purposes of Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”) nor Regulation (EU) 2017/1129 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”).*

Arrangers and Dealers



The Issuer accepts responsibility for the information contained in this Offering Circular. The Issuer confirms that:

- (i) this Offering Circular contains all information with respect to the Issuer, and the Issuer and its Subsidiaries (as defined in Condition 10) (collectively, the “**Group**”) and to the Notes that is material in the context of the issue and offering of the Notes (including all information required by applicable laws and the information that, according to the particular nature of the Issuer and of the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and of the rights attaching to the Notes);
- (ii) the statements contained in it relating to the Issuer, and to the Group, are in every material particular true and accurate and not misleading;
- (iii) the opinions and intentions expressed in it with regard to the Issuer and to the Group are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions;
- (iv) there are no other facts in relation to the Issuer, the Group or the Notes, the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Offering Circular misleading in any material respect;
- (v) all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements; and
- (vi) this Offering Circular does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

This Offering Circular is to be read in conjunction with any supplements hereto and all documents which are incorporated herein by reference (see “*Documents Incorporated by Reference*”).

The Issuer confirms that any information from third party sources has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by such third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Arrangers or Dealers (each as defined in “*Overview of the Programme*”).

Neither the Arrangers or Dealers nor any of their respective directors, officers, employees, affiliates or agents have authorised the whole or any part of this Offering Circular and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Offering Circular or any responsibility for the acts or omissions of the Issuer or any other person in connection with the issue and offering of the Notes. Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular and any Pricing Supplement and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular or any

Pricing Supplement comes are required by the Issuer, the Arrangers and the Dealers to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and this includes Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or (in the case of Notes in bearer form) delivered within the United States. Accordingly, the Notes are being offered and sold outside the United States in reliance on Regulation S under the Securities Act. For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular and any Pricing Supplement, see “*Subscription and Sale*”. None of the Issuer, the Arrangers or the Dealers represents that this Offering Circular or any Pricing Supplement may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arrangers or the Dealers which would permit a public offering of any Notes or distribution of this Offering Circular or any Pricing Supplement in any jurisdiction where action for such purposes is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and none of this Offering Circular, any Pricing Supplement or any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

NEITHER THE PROGRAMME NOR THE NOTES HAVE BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF NOTES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Neither this Offering Circular nor any Pricing Supplement constitutes an offer of, or an invitation by or on behalf of the Issuer, the Arrangers or the Dealers to subscribe for, or purchase, any Notes.

None of the Arrangers or the Dealers nor their respective directors, officers, employees, affiliates or agents have independently verified any of the information contained in this Offering Circular and can give no assurance that such information is accurate, truthful or complete. To the fullest extent permitted by law, neither the Arrangers nor any of the Dealers or any of their respective directors, officers, employees, affiliates or agents make any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy, completeness or sufficiency of any of the information contained in or incorporated in this Offering Circular or any other information provided by the Issuer in connection with the Programme, and nothing contained or incorporated in this Offering Circular is, or shall be relied upon as, a promise, representation or warranty by the Arrangers, the Dealers or any of their respective directors, officers, employees, affiliates or agents.

To the fullest extent permitted by law, none of the Arrangers, the Dealers or the Fiscal Agent, Paying Agents, Calculation Agents, Registrars, Transfer Agents or CMU Lodging and Paying Agent (the “**Agents**”) nor any of their respective directors, officers, employees, affiliates or agents accepts any responsibility for the contents of this Offering Circular or for any other information provided by the Issuer in connection with the Programme or the issue and offering of the Notes. Each of the Arrangers, the Dealers and the Agents accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Offering Circular or any such other information. Neither this Offering Circular nor any other financial statements contained herein or otherwise are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arrangers, the Agents or the Dealers or any of their respective directors, officers, employees, affiliates or agents that any

recipient of this Offering Circular or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Offering Circular and its purchase of Notes should be based upon such investigation with its own tax, legal and business advisers as it deems necessary. None of the Arrangers, the Dealers or the Agents undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arrangers or Dealers.

This Offering Circular does not describe all of the risks and investment considerations (including those relating to each investor's particular circumstances) of an investment in Notes of a particular issue. Each potential purchaser of Notes should refer to and consider carefully the relevant Pricing Supplement for each particular issue of Notes, which may describe additional risks and investment considerations associated with such Notes. The risks and investment considerations identified in this Offering Circular and the applicable Pricing Supplement are provided as general information only. Investors should consult their own financial, legal and tax advisers as to the risks and investment considerations arising from an investment in an issue of Notes and should possess the appropriate resources to analyse such investment and the suitability of such investment in their particular circumstances. Each person receiving this Offering Circular acknowledges that such person has not relied on the Arrangers, the Dealers or any director, officer, employee, agent or affiliate of any such persons in connection with its investigation of the accuracy of such information or its investment decision.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in the applicable Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of the Notes is made and, if begun, cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

In respect of any Subordinated Notes issued under this Programme, by its acquisition of such Subordinated Notes, each holder and beneficial owner acknowledges and agrees, *inter alia* that upon the occurrence of a Trigger Event (as defined in the Terms and Conditions of the Notes), all or some of the rights of holders of Subordinated Notes and the Receipts (as defined in the Terms and Conditions of the Notes) relating to them shall be subject to Write-Off (as defined in the Terms and Conditions of the Notes) and the right to receive interest on any portion of nominal amount Written Off will cease and all interest amounts that were not due and payable prior to the Write-Off shall be cancelled. See “*Investment Considerations — Considerations Relating to the Subordinated Notes*”.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Arrangers and Dealers or any affiliate of the Arrangers Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Arranger and Dealer or its affiliate on behalf of the Issuer in such jurisdiction.

EXCHANGE RATE

Solely for the convenience of the reader, the Malaysian Ringgit amounts in this Offering Circular have been translated into U.S. dollars using the exchange rates of U.S.\$1.00 = RM4.7210 and U.S.\$1.00 = RM4.1233 for the amounts as at and for the financial year ended 31 March 2024 and as at and for the six-month period ended 30 September 2024, respectively.

CERTAIN DEFINITIONS AND REFERENCES

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to “**RM**”, “**Malaysian Ringgit**”, “**Ringgit**” and “**sen**” are to the lawful currency of Malaysia, all references to “**Singapore dollars**” and “**S\$**” are to the lawful currency of Singapore, all references to “**U.S. dollars**” and “**U.S.\$**” are to the lawful currency of the United States of America, all references to “**Euro**” and “**€**” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended, and all references to “**RMB**” or “**Renminbi**” are to the lawful currency of the People’s Republic of China (“**PRC**”).

All references in this Offering Circular to the “**Government**” are to the Government of Malaysia. All references in this Offering Circular to “**BNM**” are to Bank Negara Malaysia. All references in this Offering Circular to “**SC**” are to the Securities Commission of Malaysia.

Certain figures in this Offering Circular have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Presentation of Financial Information

The Issuer’s and the Group’s audited separate and consolidated financial statements as at and for the financial years ended 31 March 2023 and 2024 are prepared in accordance with Malaysian Financial Reporting Standards (“**MFRSs**”), International Financial Reporting Standards (“**IFRSs**”) and the requirements of the Companies Act 2016 in Malaysia. Unless otherwise indicated, the financial information in this Offering Circular relating to the Issuer and the Group has been derived from the audited separate and consolidated financial statements of the Issuer and the Group for the financial years ended 31 March 2023 and 31 March 2024.

The Issuer’s and the Group’s unaudited separate and consolidated financial statements as at and for the six-month period ended 30 September 2024 has not been audited or reviewed by the auditors of the Issuer and the Group. There can be no assurance that if such financial information had been audited or reviewed that there would be no change in the financial information and that such changes would not be material or that such financial information has been prepared and presented on a basis consistent with the accounting policies normally adopted by the Issuer and the Group and applied in preparing the separate and consolidated financial information as at and for the year ended 31 March 2024. Consequently, such financial information may not provide the same quality of information associated with financial information that has been subject to an audit. Potential investors must therefore exercise caution when using such data to evaluate the Issuer’s and the Group’s financial condition, results of operations and results. To the fullest extent permitted by law, neither the Arrangers nor any of the Dealers or any of their respective directors, officers, employees, affiliates or agents make any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy, completeness or sufficiency of any of the Issuer’s and the Group’s separate and consolidated financial statements or financial information contained in or incorporated in this Offering Circular.

As of the date of this Offering Circular, the separate and consolidated financial statements for the financial year ended 31 March 2024 are the latest available audited financial statements of the Issuer and the Group.

In accordance with the Capital Markets and Services Act 2007 of Malaysia (the “**CMSA**”), a copy of this Offering Circular will be lodged with the SC, which takes no responsibility for its contents. The issue, offer or invitation in relation to the Notes in this Offering Circular or otherwise are subject to the fulfilment of various conditions precedent, including, without limitation, the lodgement with the SC and the approval from BNM in respect of Notes. The Programme has been approved and authorised by the

SC on 4 July 2013 and notification to the SC will be made in respect of the current update to the Programme pursuant to the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued on 9 March 2015 and as amended from time to time. The recipient of this Offering Circular acknowledges and agrees that the lodgement with the SC shall not be taken to indicate that the SC recommends the subscription or purchase of the Notes. The SC shall not be liable for any non-disclosure on the part of the Issuer and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in this Offering Circular.

IMPORTANT – EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the “**Insurance Mediation Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II product governance / target market – The Pricing Supplement in respect of any Notes may include a legend entitled “MiFID II product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Product Governance under UK MiFIR – The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product

Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309(A)(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

IMPORTANT NOTICE TO PROSPECTIVE INVESTORS – Prospective investors should be aware that certain intermediaries in the context of certain offerings of Notes pursuant to this Programme (each such offering, a “**CMI Offering**”), including certain Dealers, may be “capital market intermediaries” (“**CMIs**”) subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**SFC Code**”). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as “overall coordinators” (“**OCs**”) for a CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an association (“**Association**”) with the Issuer, the CMI or the relevant group company. Prospective investors associated with the Issuer or any CMI (including its group companies) should specifically disclose this when placing an order for the relevant Notes and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the Issuer to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate. Details of any such rebate will be set out in the applicable Pricing Supplement or otherwise notified to prospective investors. If a prospective investor is an asset management arm affiliated with any relevant Dealer, such prospective investor should indicate, when placing an order, if it is for a fund or portfolio where the relevant Dealer or its group company has more than 50 per cent. interest, in which case it will be classified as a “proprietary order” and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such “proprietary

order” may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a “proprietary order”. If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a “proprietary order” (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a “proprietary order”. Where prospective investors disclose such information but do not disclose that such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering, such “proprietary order” is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the relevant Dealers and/or any other third parties as may be required by the SFC Code, including to the Issuer, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

INDUSTRY AND MARKET DATA

Industry and market data throughout this Offering Circular was obtained from a combination of internal company surveys, the good faith estimates of management and data from various research firms or trade associations. While the Issuer believes that its internal surveys, estimates of management and data from research firms or trade associations are reliable, none of the Issuer, the Arrangers, the Dealers or any of their respective directors, officers, employees, affiliates or agents has verified this data with independent sources. Accordingly, none of the Issuer, the Arrangers or the Dealers makes any representations as to the accuracy or completeness of that data. The Issuer is not aware of any misstatements regarding industry or market data contained in this Offering Circular; however, such data involves risks and uncertainties and is subject to change based on various factors, including those factors discussed in the “*Investment Considerations*” section herein.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (including those published or issued from time to time after the date hereof) shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) the unaudited separate and consolidated financial statements of the Issuer and the Group for the six-month period ended 30 September 2024;
- (b) the audited separate and consolidated financial statements of the Issuer and the Group for each of the financial years ended 31 March 2023 and 2024 (together with the Directors' reports and the Independent Auditors' reports prepared in connection therewith) which have previously been published;
- (c) the most recently published audited annual financial statements of the Issuer and the Group from time to time;
- (d) any interim financial statements (whether audited or unaudited but reviewed) published subsequently to such audited annual financial statements of the Issuer and the Group from time to time; and
- (e) each relevant Pricing Supplement and each Supplemental Offering Circular (as defined herein),

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Any published unaudited but reviewed interim financial statements which are, from time to time, deemed to be incorporated by reference in this Offering Circular will not have been audited by the auditors of the Issuer or the Group. Accordingly, there can be no assurance that, had an audit been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.

Copies of documents incorporated by reference in this Offering Circular may be obtained without charge from the registered office of the Issuer and the website of <https://www.ambankgroup.com/investor-relations/financial-results-and-corporate-presentation>. Information appearing on such websites does not form part of this Offering Circular or any applicable Pricing Supplement and none of the Issuer, the Group, the Agents, the Arrangers and the Dealers or any of their respective directors, officers, employees, affiliates or agents, or any affiliate of any such person accepts any responsibility whatsoever that any information, if available, is accurate and/or up to date. Such information, if available, should not form the basis of any investment decision by an investor to purchase or deal in the Notes.

SUPPLEMENTAL OFFERING CIRCULAR

The Issuer has given an undertaking to the Arrangers and the Dealers that if at any time during the duration of the Programme there is a significant change affecting any matter contained in this Offering Circular whose inclusion would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Offering Circular, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Notes, they shall prepare an amendment or supplement to this Offering Circular (each amendment or supplement, a “**Supplemental Offering Circular**”) or publish a replacement Offering Circular for use in connection with any subsequent offering of the Notes and shall supply to each Arranger and the Dealers such number of copies of such Supplemental Offering Circular or replacement hereto as such Arrangers or Dealers may reasonably request. References to this “**Offering Circular**” shall be taken to mean this document and all the documents from time to time incorporated by reference herein and forming part hereof.

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is qualified in its entirety by the remainder of this Offering Circular. Words and expressions defined in “Terms and Conditions of the Notes” below or elsewhere in this Offering Circular have the same meanings in this overview.

Issuer	AmBank (M) Berhad
Description	Euro Medium Term Note Programme
Programme Limit	Up to U.S.\$2,000,000,000 (or its equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time. The Issuer may increase this amount in accordance with the terms of the Dealer Agreement and subject to any regulatory approvals.
Arrangers	Australia and New Zealand Banking Group Limited, AmInvestment Bank Berhad, Standard Chartered Bank and Standard Chartered Bank (Singapore) Limited.
Dealers	Australia and New Zealand Banking Group Limited, AmInvestment Bank Berhad, Standard Chartered Bank and Standard Chartered Bank (Singapore) Limited. Pursuant to the Dealer Agreement, the Issuer may from time to time appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme or terminate the appointment of any dealer under the Programme. References in this Offering Circular to “ Dealers ” are to the persons listed above as Dealers, such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated), and all persons appointed as a dealer in respect of one or more Tranches. The submission to the SC was made by AmInvestment Bank Berhad as the principal advisor.
Fiscal Agent and Paying Agent	The Bank of New York Mellon, London Branch.
CMU Lodging and Paying Agent	The Bank of New York Mellon, Hong Kong Branch.
Registrar and Transfer Agent in respect of Registered Notes other than CMU Notes	The Bank of New York Mellon SA/NV, Luxembourg Branch.
Registrar and Transfer Agent in respect of CMU Notes	The Bank of New York Mellon, Hong Kong Branch (together with the Fiscal Agent, the Paying Agent, the CMU Lodging and Paying Agent and the Registrar and Transfer Agent in respect of Registered Notes other than CMU Notes, the “ Agents ”).
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency as may be agreed between the Issuer and the relevant Dealer.
Specified Denomination	Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the

minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

The minimum specified denomination of each Note to be admitted to trading on a regulated market within the European Economic Area, on the Main Market of the London Stock Exchange or offered to the public in a Member State of the European Economic Area or in the United Kingdom in circumstances which would otherwise require the publication of a prospectus under either the EU Prospectus Regulation or the UK Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than Euro, the equivalent amount in such currency).

Form of Notes..... The Notes may be issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”) only. Each Tranche of Bearer Notes will be represented on issue by a temporary Global Note if:

- (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date; or
- (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “*Selling Restrictions*” below),

otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series (as defined below). Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “Global Certificates”.

Clearing Systems Clearstream, Euroclear, the CMU and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer(s).

Initial Delivery of Notes On or before the issue date for each Tranche, the Global Note representing Bearer Notes or the Global Certificate representing Registered Notes may be deposited with the Common Depositary or with a sub-custodian for the CMU.

Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system, **provided that** the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent, the CMU Lodging and Paying Agent, the Registrar and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

Maturities	Subject to compliance with all relevant laws, regulations and directives, any maturity of more than one year as may be agreed between the Issuer and the relevant Dealer.
Method of Issue	The Notes may be distributed by way of direct placement or bought deal or bookrunning basis, and in each case on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ Series ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest, if any), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ Tranche ”) on the same or different issue dates. The specific terms of each Tranche of the Notes (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a pricing supplement to this Offering Circular (a “ Pricing Supplement ”).
Issue Price	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.
Fixed Rate Notes	Fixed Rate Notes will bear interest of the fixed rate per annum specified in the applicable Pricing Supplement. Fixed interest will be payable in arrear on such day(s) as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Pricing Supplement).
Floating Rate Notes	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions or 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.; or (ii) by reference to SONIA, SOFR, SORA, €STR, EURIBOR or HIBOR (or such other benchmark as may be specified in the relevant Pricing Supplement) as adjusted for any applicable margin. <p>Interest periods will be specified in the relevant Pricing Supplement.</p>
Variable Rate Notes	Variable Rate Notes may be issued pursuant to the Programme on terms specified in the relevant Pricing Supplement.
Zero Coupon Notes	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.

Other Notes	Terms applicable to any other type of Note which the Issuer and any relevant Dealer(s) may agree to issue under the Programme will be set out in the relevant Pricing Supplement.
Interest Periods and Interest Rates.....	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Pricing Supplement.
Redemption	The relevant Pricing Supplement will specify the basis for calculating the redemption amounts payable.
Redemption by Instalments	The Pricing Supplement issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Optional Redemption	The Pricing Supplement issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so, the terms applicable to such redemption.
Withholding Tax	All payments of principal and interest by or on behalf of the Issuer in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Malaysia or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders, the Receiptholders and the Couponholders of such amount as would have been received by them had no such withholding or deduction been required, subject to certain exceptions as set out in “Terms and Conditions of the Notes — Taxation”.
Status of the Senior Notes	The Senior Notes and the Receipts and Coupons relating to them will constitute direct, unsubordinated and (subject to Condition 4 (Negative Pledge)) unsecured obligations of the Issuer and will at all times rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Receipts and Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4 (Negative Pledge), at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

Status the Subordinated Notes	The Subordinated Notes will constitute direct, unconditional, unsecured, and subordinated obligations of the Issuer, ranking <i>pari passu</i> without any preference among themselves. In the event of a Winding-up (as defined in the Conditions) of the Issuer, the claims of the Subordinated Noteholder shall rank in accordance with Condition 3(b).
Negative Pledge.....	See “Terms and Conditions of the Notes — Negative Pledge”. The Subordinated Notes will not have the benefit of a negative pledge.
Events of Default (including Cross-Default).....	See “Terms and Conditions of the Notes — Events of Default”. The Subordinated Notes will not have the benefit of a cross-default provision.
Ratings.....	<p>The Issuer has engaged Moody’s who has assigned Programme ratings of (P)A3 (Senior Unsecured) and (P)Ba1 (Subordinated) respectively, and S&P in respect of the ratings of certain drawdowns. Save as otherwise disclosed, any other rating(s) in respect of the Issuer, the Programme, or any series of notes are unsolicited.</p> <p>Each Tranche of Notes issued under the Programme may be rated or unrated. When a Tranche of Notes is rated, its rating will be specified in the relevant Pricing Supplement and its rating will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
Early Redemption.....	Except as provided in “Optional Redemption” above, Notes may be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes — Redemption, Purchase and Options”.
Subordinated Notes – Loss Absorption ...	In the event of a Trigger Event, Subordinated Notes will be subject to interest cancellation and Write-Off (as defined in Condition 11(a)). See Condition 11 and “ <i>Investment Considerations — Considerations Relating to the Subordinated Notes</i> ” for further details.
Listing.....	<p>Application will be made to the SGX-ST for permission to deal in, and for quotation of, any Notes to be issued pursuant to the Programme and which are agreed at or prior to the time of issue to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST.</p> <p>For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of S\$200,000 or its equivalent in other currencies. Unlisted Series of Notes may also be issued pursuant to the Programme.</p>

The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer in relation to each Series of Notes.

The Pricing Supplement relating to each Series of Notes will state whether or not the Notes of such Series will be listed on any stock exchange(s) and, if so, on which stock exchange(s) the Notes are to be listed.

Governing Law English law.

Selling Restrictions The United States, the European Economic Area, the United Kingdom, Malaysia, Japan, Singapore, Hong Kong, PRC and other restrictions as may be required in connection with a particular issue of Notes. See “*Subscription and Sale*”.

The Issuer is Category 1 for the purposes of Regulation S under the Securities Act.

Bearer Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**D Rules**”) unless (i) the relevant Pricing Supplement states that the Bearer Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**C Rules**”) or (ii) the Bearer Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Bearer Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Pricing Supplement as a transaction to which TEFRA is not applicable.

Use of Proceeds The net proceeds from the issue of each Tranche of Notes will be applied by the Issuer for its general working capital purposes, general banking purposes, refinancing of its outstanding capital instruments, repayment of borrowings, investments into, on-lending and distribution of advances by the Issuer to its holding company, AMMB Holdings Berhad, any of the subsidiaries of AMMB Holdings Berhad and any of the subsidiaries of the Issuer in the event that AMMB Holdings Berhad is no longer the holding company of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Pricing Supplement.

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) or Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (**provided that** such amendment, supplement or variation is not inconsistent with the terms and conditions submitted to the Securities Commission Malaysia and subject to simplification by the deletion of non-applicable provisions) shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these terms and conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in these terms and conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are issued pursuant to an Amended and Restated Agency Agreement (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) dated 7 January 2025 between the Issuer, The Bank of New York Mellon, London Branch as initial fiscal agent in relation to each Series of Notes other than Notes to be held in the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the “**CMU**” and such Notes, “**CMU Notes**”), The Bank of New York Mellon, Hong Kong Branch as initial CMU lodging and paying agent, transfer agent and registrar in relation to each Series of CMU Notes, The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar and transfer agent in relation to each Series of Registered Notes other than CMU Notes and the other agents named in it and with the benefit of a Deed of Covenant (the “**Deed of Covenant**”) dated 7 January 2025 executed by the Issuer in relation to the Notes. The fiscal agent, the CMU lodging and paying agent, the other paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) appointed pursuant to the Agency Agreement are referred to below, respectively, as the “**Fiscal Agent**”, the “**CMU Lodging and Paying Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Registrar**”, the “**Transfer Agents**” and the “**Calculation Agent(s)**” (such Fiscal Agent, CMU Lodging and Paying Agent, Paying Agents, Registrar and Transfer Agents being referred together as the “**Agents**”). The Noteholders (as defined below), the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes in bearer form of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. For the purposes of these terms and conditions (the “**Conditions**”), all references to the Fiscal Agent shall, with respect to a Series of Notes to be held in the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority, be deemed to be a reference to the CMU Lodging and Paying Agent.

As used in these Conditions, “**Tranche**” means Notes which are identical in all respects, and “**Series**” means a series of Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number.

The Notes may be either Senior Notes or Subordinated Notes, as specified in the relevant Pricing Supplement.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the specified offices of each of the Paying Agents.

1 Form, Denomination and Title

The Notes are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”), in each case in the Specified Denomination(s) shown hereon, **provided that** in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a member state of the European Economic Area in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129 (the “**EU Prospectus Directive**”) or Regulation (EU) 2017/1129 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”), the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).

All Registered Notes shall have the same Specified Denomination. Notes which are listed on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) will be traded on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.

Each Note may be a Fixed Rate Note, a Reset Rate Note, a Floating Rate Note, a Variable Rate Note, a Zero Coupon Note, an Instalment Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest Basis and Redemption/Payment Basis shown thereon. Subject to compliance with all relevant laws, regulations and directives, Notes will have a maturity of more than one year.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means the bearer of any Bearer Note and the Receipts, Coupons or Talons relating to it or the person in whose name a Registered Note is registered (as the case may be), “**holder**” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

References in these Conditions to Coupons, Talons, Couponholders and Receipts relate to Bearer Notes only.

2 No Exchange of Notes and Transfers of Registered Notes

- (a) **No Exchange of Notes:** Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.

- (b) **Transfer of holdings of Registered Notes:** A holding of one or more Registered Notes may, subject to Condition 2(c) and 2(f), be transferred in whole or in part upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such holdings of Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of holdings of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of holdings of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

Transfers of holdings of Notes evidenced by a Global Note or a Global Certificate will be effected in accordance with the rules of the relevant clearing systems.

- (c) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of a holding of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.
- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(b) or (c) shall be available for delivery within seven business days of receipt of a duly completed form of transfer or Exercise Notice (as defined in Condition 6(f)) or Purchase Notice (as defined in Condition 6(g)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Purchase Notice or Certificate shall have been made or, at the option of the Noteholder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Exercise Notice or Purchase Notice or otherwise in writing, be mailed by uninsured post at the risk of the Noteholder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent or the Registrar (as the case may be) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day, other than a Saturday or Sunday or a gazetted public holiday, on which banks are open for general business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Transfer Free of Charge:** Transfers of holdings of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

- (f) **Closed Periods:** No Noteholder may require the transfer of a holding of a Registered Note to be registered (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d), (iii) after any such Note has been called for redemption, (iv) during the period of seven business days ending on (and including) any Record Date (as defined in Condition 7(b)(ii)) or (v) during any period commencing on the date of a Trigger Event Notice and ending on the close of business in Kuala Lumpur on the effective date of the related Write-off (the “**Suspension Period**”).

Transfers of holdings of any Subordinated Notes that are the subject of a Trigger Event Notice issued in accordance with Condition 11 shall not be permitted during any Suspension Period.

3 Status

(a) **Status of the Senior Notes**

The Senior Notes and the Receipts and Coupons relating to them constitute direct, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Notes and the Receipts and the Coupons relating to them shall, save for such exceptions as may be provided by applicable law and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

(b) **Status of the Subordinated Notes**

The Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer, ranking *pari passu* without any preference among themselves.

In the event of a Winding-up of the Issuer, the claims of Subordinated Noteholders against the Issuer in respect of the Subordinated Notes shall (except as otherwise may be provided by applicable legislation):

- (i) be subordinated in right of payment to the claims of all Unsubordinated Creditors of the Issuer;
- (ii) rank senior in right of payment to the rights and claims of creditors in respect of Subordinated Indebtedness; and
- (iii) rank *pari passu* in right of payment with the rights and claims of creditors in respect of Tier 2 Capital Securities.

The above provisions apply only to claims in respect of principal and interest on the Subordinated Notes. To the fullest extent permitted by applicable law, each Subordinated Noteholder irrevocably waives its rights as a creditor to the extent necessary to give effect to the subordination provision of the Subordinated Notes.

In these conditions:

“**BNM**” means Bank Negara Malaysia or any successor from time to time having primary bank supervisory authority with respect to the Issuer.

“**Capital Requirements**” means the relevant capital adequacy requirements applicable to the Issuer from time to time and set out in the Capital Adequacy Framework (Capital Components) issued by BNM on 2 February 2018 (as may be amended, replaced or supplemented from time to time).

“Subordinated Indebtedness” means all indebtedness of the Issuer that is or is expressed on a Winding-Up of the Issuer to rank junior to the Subordinated Notes and shall include all classes of equity securities of the Issuer, including preference shares and any Tier 1 Capital Securities.

“Tier 1 Capital Securities” means any instruments qualifying as Tier 1 capital of the Issuer on an unconsolidated or consolidated basis and the consolidated capital of the AMMB Group (for so long as AMMB is the holding company of the Issuer) under the Capital Requirements.

“Tier 2 Capital Securities” means any instruments qualifying as Tier 2 capital of the Issuer on an unconsolidated or consolidated basis and the consolidated capital of the AMMB Group (for so long as AMMB is the holding company of the Issuer) under the Capital Requirements.

“Unsubordinated Creditors” means depositors and general creditors of the Issuer other than those whose claims rank, or are expressed to rank, *pari passu* with or junior to the claims of Subordinated Noteholders in respect of the Subordinated Notes.

“Winding-up” means an administrator is appointed (**provided that** any such appointment has not been set aside within 30 days), an order is made for the winding-up or dissolution or administration of the Issuer or an effective resolution is passed for the winding-up or dissolution or administration of the Issuer, or the Issuer shall apply or petition for a winding-up or administration order in respect of itself or ceases or threatens to cease to carry on all or substantially all of its business or operations save for the purposes of reconstruction, reorganisation or amalgamation whilst solvent.

The subordination provisions set out in this Condition 3(b) are effective only upon the occurrence of any winding-up proceedings of the Issuer. In the event that a Trigger Event (as defined below) occurs, the rights of holders in relation to any principal amount of Subordinated Notes written-off shall be subject to Condition 11. This may not result in the same outcome for Subordinated Noteholders as would otherwise occur under this Condition 3(b) upon the occurrence of any winding-up proceedings of the Issuer in the absence of any prior Write-Off.

(c) **Subordinated Notes – no set-off**

Subject to applicable law, no Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Subordinated Notes or the Agency Agreement in relation to the Subordinated Notes and each Noteholder will, by virtue of their holding of any Subordinated Note, be deemed to have waived all such rights of set-off, compensation or retention.

4 Negative Pledge

This Condition 4 is applicable to Senior Notes only.

So long as any Senior Note, or a Receipt or Coupon relating to a Senior Note, remains outstanding (as defined in the Agency Agreement), the Issuer will not create, or have outstanding, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital), to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness without at the same time or prior thereto according to the Senior Notes and the Receipts and the Coupons relating to them the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security or such other arrangement (whether or not it includes giving security) as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

In this Condition 4:

“Relevant Indebtedness” means any present or future indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which:

- (a) for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market (**provided that “Relevant Indebtedness”** shall not include any such indebtedness which is quoted, listed or dealt in or traded only on a stock exchange or over the counter or on any other securities market in Malaysia); and
- (b) either are by their terms payable, or confer a right to receive payment, in any currency other than Ringgit or are denominated in Ringgit and more than 50 per cent. of the aggregate principal amount thereof is initially distributed outside Malaysia by or with the authorisation of the Issuer thereof.

5 Interest and other Calculations

- (a) **Interest on Fixed Rate Notes and Reset Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h).

Except as otherwise specified in the relevant Pricing Supplement, each Reset Rate Note bears interest on its outstanding principal amount:

- (i) in respect of the period from and including the Issue Date to but excluding the Reset Date, at the rate of the Initial Interest Rate; and
- (ii) in respect of the period from and including the Reset Date to but excluding the Maturity Date (the **“Reset Period”**), at the Reset Interest Rate.

In this Condition 5(a):

“Initial Interest Rate” has the meaning given to it in the relevant Pricing Supplement.

“Reset Date” has the meaning given to it in the relevant Pricing Supplement.

“Reset Interest Rate” means the sum of the Benchmark Rate in effect as at the Reset Determination Date and the Margin, where, except as is otherwise stated in the relevant Pricing Supplement:

- (i) **“Benchmark Rate”** means the U.S. Treasury Rate stated in the relevant Pricing Supplement;
- (ii) **“Comparable Period”** has the meaning given to it in the relevant Pricing Supplement;
- (iii) **“Comparable Treasury Issue”** means the U.S. Treasury security selected by the Issuer (or an agent appointed by it) as having a maturity of the Comparable Period that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with a maturity of the Comparable Period;
- (iv) **“Comparable Treasury Price”** means, in relation to the Reset Determination Date, the average of three Reference Treasury Dealer Quotations for such Reset Determination Date;
- (v) **“Margin”** has the meaning given to it in the relevant Pricing Supplement (being the difference between the Initial Interest Rate and the Benchmark Rate as specified in the relevant Pricing Supplement);

- (vi) **“Reference Treasury Dealer”** means each of the three nationally recognised investment banking firms that are primary U.S. Government securities dealers which shall be selected by the Issuer (or an agent appointed by it);
- (vii) **“Reference Treasury Dealer Quotations”** means, with respect to each Reference Treasury Dealer and the Reset Determination Date, the average, as determined by the Calculation Agent upon notification by the Issuer (or an agent appointed by it), of the bid and asked prices for the Comparable Treasury Issue at 6:30 p.m. New York City time on the Reset Determination Date, expressed, in each case, as a percentage of its principal amount, quoted in writing to the Issuer (or an agent appointed by it) by such Reference Treasury Dealer on the Reset Determination Date;
- (viii) **“Reset Determination Date”** means the day falling two business days prior to the Reset Date; and
- (ix) **“Treasury Rate”** means, in respect of the Benchmark Rate for the Reset Determination Date, the rate in per cent. per annum notified by the Calculation Agent to the Issuer and the Noteholders equal to the yield, under the heading that represents the average for the week immediately prior to the Reset Determination Date, appearing in the most recently published statistical release designated “H.15” (currently set out on the website <http://www.federalreserve.gov/releases/h15/current/default.htm>) or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury constant maturities” for the Comparable Period.

If such release (or any successor release) is not published during the week preceding the Reset Determination Date or does not contain such yields, **“Treasury Rate”** means the rate in per cent. per annum, notified by the Calculation Agent to the Issuer, equal to the semi-annual equivalent yield to a maturity of the Comparable Period, calculated using a price for a maturity of the Comparable Period (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the Reset Determination Date. If there is no Comparable Treasury Price for the Reset Determination Date, **“Treasury Rate”** means the rate in per cent. per annum notified by the Calculation Agent to the Issuer and the Noteholders equal to the yield, under the heading that represents the average for the week that was last available prior to the Reset Determination Date, appearing in the most recently published statistical release designated “H.15” (currently set out on the website <http://www.federalreserve.gov/releases/h15/current/default.htm>) or any successor publication that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury constant maturities” for the maturity of the Comparable Period.

Interest (if any) for the Subordinated Notes will not have a credit-sensitive interest feature, as any applicable interest rate will not be adjusted based on any change in the Issuer’s credit risk.

(b) **Interest on Floating Rate Notes and Variable Rate Notes:**

- (i) *Interest Payment Dates:* Each Floating Rate Note and Variable Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h). Such Interest Payment Date(s) will be specified in the relevant Pricing Supplement or, if no Interest Payment Date(s) is specified in the relevant Pricing Supplement, Interest Payment Date shall mean each date which falls on the number of months or

other period shown hereon as the Interest Accrual Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date, **provided that** the Agreed Yield (as defined in Condition 5(b)(iv)) in respect of any Variable Rate Note for any Interest Accrual Period shall be payable on the first day of that Interest Accrual Period.

(ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

- (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day and each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment; or
- (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day; or
- (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day save in respect of Notes for which the Reference Rate is SOFR, for which the final Interest Payment Date will not be postponed and interest on that payment will not accrue during the period from and after the scheduled final Interest Payment Date; or
- (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day; or
- (E) No Adjustment, the relevant date shall not be adjusted in accordance with any Business Day Convention.

(iii) *Rate of Interest for Floating Rate Notes*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination (as specified in the relevant Pricing Supplement) shall apply, depending upon which, if any, is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this Condition 5(b)(iii)(A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions (**provided that** in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which

require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee) and under which:

- (i) if the relevant Pricing Supplement specifies either “2006 ISDA Definitions” or “2021 ISDA Definitions” as the applicable ISDA Definitions:
 - (A) the Floating Rate Option is as specified in the relevant Pricing Supplement;
 - (B) the Designated Maturity, if applicable, is a period specified in the Pricing Supplement;
 - (C) the relevant Reset Date, unless otherwise specified in the relevant Pricing Supplement, has the meaning given to it in the ISDA Definitions;
 - (D) if Linear Interpolation is specified as applicable in respect of an Interest Accrual Period in the applicable Pricing Supplement, the rate for such Interest Accrual Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:
 - (1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period; and
 - (2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period,

provided, however, that, if there is no rate available for a period of time next shorter than the length of the relevant Interest Accrual Period or, as the case may be, next longer than the length of the relevant Interest Accrual Period, then the Calculation Agent shall calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer (and such Independent Adviser to act in good faith and in a commercially reasonable manner), determines appropriate;
 - (E) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Pricing Supplement and:
 - (1) if Compounding with Lookback is specified as the Compounding Method in the relevant Pricing Supplement, then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days specified in the relevant Pricing Supplement;
 - (2) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Pricing Supplement, then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement and (c) Observation Period Shift Additional

- Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or
- (3) if Compounding with Lockout is specified as the Compounding Method in the relevant Pricing Supplement, then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Pricing Supplement and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;
- (F) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Pricing Supplement and:
- (1) if Averaging with Lookback is specified as the Averaging Method in the relevant Pricing Supplement, then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days specified in the relevant Pricing Supplement;
 - (2) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Pricing Supplement, then (a) Averaging with Observation Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or
 - (3) if Averaging with Lockout is specified as the Averaging Method in the relevant Pricing Supplement, then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Pricing Supplement and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement; and
- (G) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Pricing Supplement, the Compounded Index Method with Observation Period Shift shall be applicable and (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; and
- (H) if the specified Floating Rate Option is EUR-EURIBOR or EUR-EURIBOR Reuters and an Index Cessation Event occurs, the Applicable Fallback Rate will be determined as if the Fallback Observation Day in respect of a Reset Date and the relevant Interest Accrual Period was five Business Days preceding the related Interest Payment Date;

- (ii) references in the ISDA Definitions to:
 - (A) “**Confirmation**” shall be references to the relevant Pricing Supplement;
 - (B) “**Calculation Period**” shall be references to the relevant Interest Accrual Period;
 - (C) “**Termination Date**” shall be references to the Maturity Date; and
 - (D) “**Effective Date**” shall be references to the Interest Commencement Date;
 - (iii) if the relevant Pricing Supplement specifies “2021 ISDA Definitions” as being applicable:
 - (A) “**Administrator/Benchmark Event**” shall be disapplied; and
 - (B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be “Temporary Non-Publication Fallback – Alternative Rate” in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to “Calculation Agent Alternative Rate Determination,” in the definition of “Temporary Non-Publication Fallback – Alternative Rate” shall be replaced by “Temporary Non-Publication Fallback – Previous Day’s Rate”; and
 - (iv) unless otherwise defined, capitalised terms used in this Condition 5(b)(iii)(A) shall have the meanings ascribed to them in the ISDA Definitions.
- (B) Screen Rate Determination for Floating Rate Notes – SONIA
- (aa) Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and “SONIA” is specified as the Reference Rate in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent.
 - (bb) For the purposes of this Condition 5(b)(iii)(B):

“**Compounded Daily SONIA**”, with respect to an Interest Accrual Period, will be calculated by the Calculation Agent on each Interest Determination Date in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

“**d**” means the number of calendar days in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**D**” is the number specified in the relevant Pricing Supplement (or, if no such number is specified, 365);

“**d_o**” means the number of London Banking Days in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**i**” means a series of whole numbers from one to **d_o**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period,

to, and including, the last London Banking Day in such period;

“**Interest Determination Date**” means, in respect of any Interest Accrual Period, the date falling “**p**” London Banking Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling **p** London Banking Days prior to such earlier date, if any, on which the Notes are due and payable).

“**London Banking Day**” or “**LBD**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**n_i**” for any London Banking Day “**i**”, in the relevant Interest Accrual Period or Observation Period (as applicable) is the number of calendar days from, and including, such London Banking Day “**i**” up to, but excluding, the following London Banking Day;

“**Observation Period**” means, in respect of an Interest Accrual Period, the period from, and including, the date falling “**p**” London Banking Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is “**p**” London Banking Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “**p**” London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

“**p**” for any Interest Accrual Period or Observation Period (as applicable), means the number of London Banking Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement or, if no such period is specified, five London Banking Days;

“**SONIA Reference Rate**” means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the

Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

“**SONIA_i**” means the SONIA Reference Rate for:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the London Banking Day falling “p” London Banking Days prior to the relevant London Banking Day “i”; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant London Banking Day “i”.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SONIA only compounds the SONIA Reference Rate in respect of any London Banking Day. The SONIA Reference Rate applied to a day that is a non-London Banking Day will be taken by applying the SONIA Reference Rate for the previous London Banking Day but without compounding.

- (cc) If, in respect of any London Banking Day in the relevant Interest Accrual Period or Observation Period (as applicable), the Calculation Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall, subject to Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*), be:
 - (1) the sum of (a) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on the relevant London Banking Day; and (b) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
 - (2) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, (a) the SONIA Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (b) if this is more recent, the latest determined rate under (1).
- (dd) Subject to Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(iii)(B), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin relating to the relevant Interest Accrual Period, in place of the Margin relating to that last preceding Interest Accrual Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which

would have been applicable to the Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Accrual Period).

(C) Screen Rate Determination for Floating Rate Notes – SOFR

(aa) Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and “SOFR” is specified as the Reference Rate in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent.

(bb) For the purposes of this Condition 5(b)(iii)(C):

“**Benchmark**” means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Accrual Period in accordance with the specific formula and other provisions set out in this Condition 5(b)(iii)(C).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 5(b)(iii)(C)(cc) below will apply.

“**Compounded SOFR**” with respect to any Interest Accrual Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

“**d**” is the number of calendar days in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period.

“**D**” is the number specified in the relevant Pricing Supplement (or, if no such number is specified, 360);

“**d_o**” is the number of U.S. Government Securities Business Days in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period.

“**i**” is a series of whole numbers from one to **d_o**, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period,

to and including the last U.S. Government Securities Business Day in such period;

“**Interest Determination Date**” means, in respect of any Interest Accrual Period, the date falling “**p**” U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “**p**” U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

“**ni**” for any U.S. Government Securities Business Day “**i**” in the relevant Interest Accrual Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**Observation Period**” in respect of an Interest Accrual Period means the period from, and including, the date falling “**p**” U.S. Government Securities Business Days preceding the first day in such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling “**p**” U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Accrual Period (or the date falling “**p**” U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

“**p**” for any Interest Accrual Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement or, if no such period is specified, five U.S. Government Securities Business Days;

“**SOFR**” with respect to any U.S. Government Securities Business Day, means:

- (i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on the immediately following U.S.

Government Securities Business Day (the “**SOFR Determination Time**”);
or

- (ii) subject to Condition 5(b)(iii)(C)(cc) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator’s Website;

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

“**SOFR Administrator’s Website**” means the website of the Federal Reserve Bank of New York, or any successor source;

“**SOFR_i**” means the SOFR for:

- (i) where “Lag” is specified as the Observation Method in the applicable Pricing Supplement, the U.S. Government Securities Business Day falling “p” U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day “i”; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant U.S. Government Securities Business Day “i”; and

“**U.S. Government Securities Business Day**” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (cc) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (i) will be conclusive and binding absent manifest error;
- (ii) will be made in the sole discretion of the Issuer; and
- (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

For the purposes of this Condition 5(b)(iii)(C):

“Benchmark” means, initially, Compounded SOFR, as such term is defined above; **provided that**, if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then “Benchmark” shall mean the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment;
- (ii) the sum of: (A) the ISDA Fallback Rate and (B) the Benchmark Replacement Adjustment; or
- (iii) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use

of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of clause (iii) of the definition of “Benchmark Transition Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

“ISDA Fallback Adjustment” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions

referencing the 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Reference Time” with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (dd) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition 5(b)(iii)(C)(cc) above will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 5(b)(iii)(C); and
 - (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.
- (ee) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(iii)(C), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin relating to the relevant Interest Accrual Period, in place of the Margin relating to that last preceding Interest Accrual Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest

Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Accrual Period).

(D) Screen Rate Determination for Floating Rate Notes – SORA

(aa) Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and “SORA” is specified as the Reference Rate in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the relevant SORA Benchmark plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent.

(bb) For the purposes of this Condition 5(b)(iii)(D):

“SORA Benchmark” will be determined on either Compounded Daily SORA or SORA Index Average, as follows (subject, in each case to Conditions 5(b)(iii)(D)(gg) to (mm)):

(i) If Compounded Daily SORA is specified as applicable in the relevant Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be determined based on Compounded Daily SORA which shall be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date in accordance with one of the formulas referenced below depending upon which is specified in the relevant Pricing Supplement:

(A) Where SORA Lockout is specified in the relevant Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d₀**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_0 each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

“**Interest Determination Date**” means the Singapore Business Day immediately following the SORA Rate Cut-off Date;

“**n_i**”, for any Singapore Business Day “**i**”, is the number of calendar days from and including such Singapore Business Day “**i**” up to but excluding the following Singapore Business Day;

“**SORA Rate Cut-Off Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement) prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement) prior to such earlier date, if any, on which the Notes become due and payable);

“**Singapore Business Days**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the “**Relevant Screen Page**”) on the Singapore Business Day immediately following such Singapore Business Day;

“**SORA_i**” means, in respect of any Singapore Business Day “**i**” falling in the relevant Interest Accrual Period:

- (1) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (2) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the “**Suspension Period SORA_i**”) (such first day of the Suspension Period coinciding with the SORA Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period

SORAI shall apply to each day falling in the relevant Suspension Period;

“**SORA Reset Date**” means, in relation to any Interest Accrual Period, each Singapore Business Day during such Interest Accrual Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Accrual Period; and

“**Suspension Period**” means, in relation to any Interest Accrual Period, the period from (and including) the date falling five Singapore Business Day prior to the Interest Payment Date in respect of the relevant Interest Accrual Period or such other date specified in the relevant Pricing Supplement (such Singapore Business Day coinciding with the SORA Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Accrual Period;

- (B) Where SORA Lookback is specified in the relevant Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_{i-xSBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d₀**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d₀, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore

Business Day after the end of each Observation Period unless otherwise specified in the relevant Pricing Supplement;

“ n_i ”, for any Singapore Business Day “ i ”, is the number of calendar days from and including such Singapore Business Day “ i ” up to but excluding the following Singapore Business Day;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from, and including, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to such earlier date, if any, on which the Notes become due and payable);

“**Singapore Business Day**” or “**SBD**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “ i ”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such Singapore Business Day “ i ”; and

“**SORA_{i-xSBD}**” means, in respect of any Singapore Business Day “ i ” falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to the relevant Singapore Business Day “ i ”.

- (C) Where SORA Backward Shifted Observation Period is specified in the relevant Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the

Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Observation Period;

“**d_o**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

“**n_i**”, for any Singapore Business Day “i”, is the number of calendar days from and including such Singapore Business Day “i” up to but excluding the following Singapore Business Day;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from, and including, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the relevant Pricing Supplement) prior to such earlier date, if any, on which the Notes become due and payable);

“**Singapore Business Days**” or “**SBD**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “i”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such Singapore Business Day “i”; and

“**SORA_i**” means, in respect of any Singapore Business Day “i” falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day “i”.

- (D) Where SORA Payment Delay is specified in the relevant Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d₀**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d₀, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Interest Accrual Period, **provided that**, if SORA Lockout is specified in the applicable Pricing Supplement in addition to SORA Payment Delay, the Interest Determination Date with respect to the final Interest Accrual Period

will be the date falling one Singapore Business Day after the SORA Rate Cut-Off Date;

“Interest Payment Date” shall be the date falling the number of Business Days equal to the Interest Payment Delay following each Interest Accrual Period End Date, **provided that**, if SORA Lockout is specified in the applicable Pricing Supplement in addition to SORA Payment Delay and the Notes are being redeemed, the Interest Payment Date with respect to the final Interest Accrual Period will be the redemption date;

“Interest Payment Delay” means five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement);

“ n_i ”, for any Singapore Business Day “ i ”, is the number of calendar days from and including such Singapore Business Day “ i ” up to but excluding the following Singapore Business Day;

“Singapore Business Day” or **“SBD”** means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“SORA” means, in respect of any Singapore Business Day “ i ”, a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such day “ i ”;

“SORA _{i} ” means, in respect of any Singapore Business Day falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day; and

“SORA Rate Cut-Off Date” means the date that is a number of Singapore Business Days prior to the end of the final Interest Accrual Period or the relevant redemption date, as applicable, as specified in the applicable Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Accrual Period ending on the Maturity Date or any redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a

Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

- (cc) Where the Reference Rate is specified as being SORA Index Average in the relevant Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be determined based on the SORA Index which shall be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date as follows, (the “**SORA Index Average**”):

$$\left(\frac{SORA Index_{End}}{SORA Index_{Start}} - 1 \right) \times \left(\frac{365}{d_c} \right)$$

with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

“**d_c**” means the number of calendar days from (and including) the SORA Index_{Start} to (but excluding) the SORA Index_{End};

“**Singapore Business Day**” or “**SBD**” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA Index**” means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, **provided that**, if the SORA Index does not so appear at the SORA Index Determination Time, then, if a SORA Index Benchmark Event has not occurred, the SORA Index Average shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SORA formula described above in Condition 5(b)(iii)(D) above, and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Interest Accrual Period that is used in the definition of “SORA Index_{Start}” as specified in the applicable Pricing Supplement;

“**SORA Index_{End}**” means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the last date of the relevant Interest Accrual Period, or the relevant redemption date, as applicable;

“**SORA Index_{Start}**” means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Accrual Period; and

“**SORA Index Determination Time**” means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

- (dd) If, subject to Condition 5(b)(iii)(D)(gg), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day “i”, SORA in respect of such day “i” has not been published, then SORA for that Singapore Business Day “i” will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (ee) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement), subject to Condition 5(b)(iii)(D)(gg), the Rate of Interest shall be:
 - (A) that determined as at the last preceding Interest Determination Date or as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or
 - (B) if there is no such preceding Interest Determination Date or as the case may be, SORA Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).
- (ff) If the relevant Series of Notes becomes due and payable in accordance with Condition 10 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable SORA Benchmark formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.
- (gg) Independent Adviser

If a SORA Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 5(b)(iii)(D)(hh) and an Adjustment Spread, if any (in accordance with Condition 5(b)(iii)(D)(ii)), and any Benchmark Amendments (in accordance with Condition 5(b)(iii)(D)(jj)) by the relevant Interest Determination Date.

An Independent Adviser appointed pursuant to this Condition 5(b)(iii)(D)(gg) as an expert shall act in good faith and in a commercially reasonable manner and in

consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5(b)(iii)(D)(gg).

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Benchmark Replacement prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 5(b)(iii)(D)(hh)) and an Adjustment Spread if any (in accordance with Condition 5(b)(iii)(D)(ii)) and any Benchmark Amendments (in accordance with Condition 5(b)(iii)(D)(jj)).

If the Issuer or Independent Adviser appointed by it is unable to or does not determine the Benchmark Replacement prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a First Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest which would have been applicable to the Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 5(b)(iii)(D)(gg) to (jj).

(hh) Replacement Benchmark

The Benchmark Replacement determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg) to (jj)) shall (subject to adjustments as provided for in Condition 5(b)(iii)(D)(ii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(b)(iii)(D)(gg) to (jj)).

(ii) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for

determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement. If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as the case may be) will apply without an Adjustment Spread.

(jj) Benchmark Amendments

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines that (i) Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread, and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(b)(iii)(D)(kk), without any requirement for the consent or approval of Noteholders or the Agents, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Fiscal Agent of a certificate signed by an authorised signatory pursuant to Condition 5(b)(iii)(D)(kk), the Fiscal Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments, **provided that** the Fiscal Agent, the Calculation Agent and/or the Agents shall not be obliged so to concur if in the reasonable opinion of the Fiscal Agent, the Calculation Agent and/or the Agents doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Fiscal Agent in these Conditions in any way.

For the avoidance of doubt, the Fiscal Agent and (if applicable) the Calculation Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(b)(iii)(D)(jj). Noteholders' consent shall not be required in connection with the effecting of the Benchmark Replacement or such other changes, including the execution of other documents or any steps by the Fiscal Agent, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required). Further, none of the Fiscal Agent, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the Issuer or the Independent Adviser with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 5(b)(iii)(D)(jj), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(kk) Notices etc.

The occurrence of a SORA Benchmark Event shall be determined by the Issuer and any Benchmark Replacement, Adjustment Spread and the specific terms of any

Benchmark Amendments, determined under this Condition 5(b)(iii)(D)(gg) to (jj) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Fiscal Agent and, in accordance with Condition 15 (*Notices*), the Noteholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Fiscal Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by an authorised signatory.

(A) confirming

- (i) that a SORA Benchmark Event has occurred;
- (ii) the Benchmark Replacement; and
- (iii) where applicable, any Adjustment Spread, and/or the specific terms of the Benchmark Amendments (if any),

in each case, as determined in accordance with the provisions of these Conditions 5(b)(iii)(D)(gg) to (jj); and

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Fiscal Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement (if any), the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement (if any), the Adjustment Spread (if any) or the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Fiscal Agent, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(ll) Without prejudice to the obligations of the Issuer under Conditions 5(b)(iii)(D)(gg) to (jj), the Original Reference Rate and the fallback provisions provided for in this Condition will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any applicable Adjustment Spread, and Benchmark Amendments, in accordance with Condition 5(b)(iii)(D)(kk).

(mm) For the purposes of this Condition 5(b)(iii)(D):

“Adjustment Spread” means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a

result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

- (i) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body;
- (ii) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (iii) is determined by the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate; or with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes;

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines in accordance with Condition 5(b)(iii)(D)(hh) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or, if applicable, domestic debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) for the same Interest Accrual Period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds);

“Benchmark Amendments” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Accrual Period”, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Accrual Period, any other amendments to these Conditions and/or the Agency Agreement, and other administrative matters) that the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be)) determines is reasonably necessary;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser (in consultation with the Issuer)

or the Issuer (in the circumstances set out in Condition 5(b)(iii)(D)(gg)) (as the case may be):

- (i) the Successor Rate;
- (ii) the ISDA Fallback Rate; and
- (iii) the Alternative Rate;

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Original Reference Rate;

“ISDA Fallback Adjustment” means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the Original Reference Rate in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor;

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Original Reference Rate for the applicable tenor, excluding the applicable ISDA Fallback Adjustment;

“Original Reference Rate” means, initially, SORA (being the originally specified benchmark rate used to determine SORA Benchmark and the Rate of Interest), **provided that**, if a SORA Benchmark Event has occurred with respect to SORA or the then-current Original Reference Rate, then **“Original Reference Rate”** means the applicable Benchmark Replacement;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored or endorsed by, chaired or co-chaired by or constituted at the request of:
 - (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;
 - (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);
 - (C) a group of the aforementioned central banks or other supervisory authorities; or
 - (D) the Financial Stability Board or any part thereof;

“SORA Benchmark Event” means the occurrence of one or more of the following events:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences by a specified date; or
- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date, be deemed to be no longer representative; or
- (vi) it has become unlawful for the Fiscal Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that the SORA Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement; and

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement of the Original Reference Rate (which rate may be produced by the Monetary Authority of Singapore or such other administrator) for the Corresponding Tenor.

(E) Screen Rate Determination for Floating Rate Notes – €STR

- (aa) Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and “€STR” is specified as the Reference Rate in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be

Compounded Daily €STR plus or minus (as specified in the relevant Pricing Supplement) the Margin, all as determined by the Calculation Agent.

(bb) For the purposes of this Condition 5(b)(iii)(E):

“Compounded Daily €STR” means, with respect to any Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

“d” means the number of calendar days in:

- (i) where **“Lag”** is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where **“Observation Shift”** is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“D” means the number specified as such in the relevant Pricing Supplement (or, if no such number is specified, 360);

“d_o” means the number of TARGET Settlement Days in:

- (i) where **“Lag”** is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where **“Observation Shift”** is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

the **“€STR reference rate”**, in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate (**“€STR”**) for such TARGET Settlement Day as provided by the €STR Administrator on the €STR Administrator’s Website (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the €STR Administrator);

“€STR Administrator” means the European Central Bank (or any successor administrator of €STR);

“€STR Administrator’s Website” means the website of the European Central Bank or any successor source;

“**€STR_i**” means the €STR reference rate for:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement the TARGET Settlement Day falling “p” TARGET Settlement Days prior to the relevant TARGET Settlement Day “i”; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant TARGET Settlement Day “i”;

“i” is a series of whole numbers from one to “d_o”, each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

- (i) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

“**Interest Determination Date**” means, in respect of any Interest Accrual Period, the date falling “p” TARGET Settlement Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “p” TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

“**ni**” for any TARGET Settlement Day “i” in the relevant Interest Accrual Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day “i” up to (but excluding) the following TARGET Settlement Day;

“**Observation Period**” means, in respect of any Interest Accrual Period, the period from (and including) the date falling “p” TARGET Settlement Days prior to the first day of the relevant Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “p” TARGET Settlement Days prior to (A) (in the case of an Interest Accrual Period) the Interest Payment Date for such Interest Accrual Period or (B) such earlier date, if any, on which the Notes become due and payable; and

“**p**” for any latest Interest Accrual Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the “Lag Period” or the “Observation Shift Period” (as applicable) in the relevant Pricing Supplement or, if no such period is specified, five TARGET Settlement Days.

- (cc) Subject to Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*), if, where any Rate of Interest is to be calculated pursuant to Condition 5(b)(iii)(E) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was

published by the €STR Administrator on the €STR Administrator's Website, as determined by the Calculation Agent.

- (dd) Subject to Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(iii)(E), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin relating to the relevant Interest Accrual Period, in place of the Margin relating to that last preceding Interest Accrual Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Accrual Period).
- (F) Screen Rate Determination for Floating Rate Notes – EURIBOR and HIBOR
 - (aa) Where Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and “HIBOR” or “EURIBOR”, as applicable, is specified as the Reference Rate in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:
 - (i) the offered quotation; or
 - (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page (or any successor or replacement page on that service which displays the information) as at 11:00 a.m. (Brussels time, in the case of EURIBOR, or Hong Kong time, in the case of HIBOR) (in each case, the “**Specified Time**”) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.
 - (bb) Subject to Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*), if the Relevant Screen Page is not available or if, in the case of sub-paragraph (aa)(i) above, no such offered quotation appears or if, in the case of sub-paragraph (aa)(ii) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer (or an Independent Adviser appointed by it) shall request each of the Reference Banks to provide the Issuer (or an Independent Adviser appointed by it) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at the Specified Time on the Interest Determination Date in

question. If two or more of the Reference Banks provide the Issuer (or an Independent Adviser appointed by it) with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as notified to and determined by the Calculation Agent, in consultation with the Issuer.

- (cc) Subject to Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*), if on any Interest Determination Date one only or none of the Reference Banks provides the Issuer (or an Independent Adviser appointed by it) with an offered quotation as provided in the preceding paragraph (bb), the Rate of Interest for the relevant Interest Accrual Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Issuer (or an Independent Adviser appointed by it) by the Reference Banks or any two or more of them, at which such banks were offered, at the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR) or the Hong Kong interbank market (if the Reference Rate is HIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer (or an Independent Adviser appointed by it) with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer (or an Independent Adviser appointed by it) it is quoting to leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR), or the Hong Kong interbank market (if the Reference Rate is HIBOR) plus or minus (as appropriate) the Margin (if any), **provided that**, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 5(b)(iii)(F), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin relating to the relevant Interest Accrual Period in place of the Margin relating to that last preceding Interest Accrual Period).
- (G) Screen Rate Determination for Floating Rate Notes – SONIA Compounded Index and SOFR Compounded Index
 - (aa) This Condition 5(b)(iii)(G) is only applicable to floating rate Notes if Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, “SOFR” or “SONIA”, as applicable, is specified as the Reference Rate in the relevant Pricing Supplement and “Index Determination” is specified in the relevant Pricing Supplement as being applicable.

Where “Index Determination” is specified in the relevant Pricing Supplement as being applicable, the Rate of Interest for each Interest Accrual Period will be the compounded daily reference rate for the relevant Interest Accrual Period, calculated in accordance with the following formula:

$$\left(\frac{\text{Compounded Index End}}{\text{Compounded Index Start}} - 1 \right) \times \frac{\text{Numerator}}{d}$$

and rounded to the Relevant Decimal Place, plus or minus the Margin (if any), all as determined and calculated by the Calculation Agent, where:

“**Compounded Index**” means either the SONIA Compounded Index or the SOFR Compounded Index, as specified in the relevant Pricing Supplement;

“**Compounded Index End**” means the relevant Compounded Index value on the End date;

“**Compounded Index Start**” means the relevant Compounded Index value on the Start date;

“**d**” is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

“**End**” means the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Accrual Period, or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Accrual Period);

“**Index Days**” means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

“**Numerator**” means, in the case of the SONIA Compounded Index, 365 and, in the case of the SOFR Compounded Index, 360;

“**Relevant Decimal Place**” shall, unless otherwise specified in the Pricing Supplement, be the fifth decimal place, rounded up or down, if necessary (with 0.000005 being rounded upwards);

“**Relevant Number**” is as specified in the applicable Pricing Supplement, but, unless otherwise specified shall be five.

“**SOFR Compounded Index**” means the Compounded SOFR rate as published at 15:00 (New York time) by Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source;

“**SONIA Compounded Index**” means the Compounded Daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England’s Interactive Statistical Database, or any successor source; and

“**Start**” means the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Accrual Period.

- (bb) If, with respect to any Interest Period, the relevant rate is not published for the relevant Compounded Index either on the relevant Start or End date, then the

Calculation Agent shall calculate the rate of interest for that Interest Accrual Period as if Index Determination was not specified in the applicable Pricing Supplement and as if Compounded Daily SONIA or Compounded SOFR (as defined in Condition 5(b)(iii)(B)(bb) or Condition 5(b)(iii)(C), as applicable) had been specified instead in the Pricing Supplement, and in each case “Observation Shift” had been specified as the Observation Method in the relevant Pricing Supplement, and where the Observation Shift Period for the purposes of the references to that term in Condition 5(b)(iii)(B) or Condition 5(b)(iii)(C) (as applicable) shall be deemed to be the same as the Relevant Number specified in the Pricing Supplement and where, in the case of Compounded Daily SONIA, the Relevant Screen Page will be determined by the Issuer.

- (cc) For the avoidance of doubt, if (i) (in the case of SONIA Compounded Index) a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*) shall apply, and (ii) (in the case of SOFR Compounded Index) a Benchmark Transition Event and its related Benchmark Replacement Date has occurred in respect of SOFR, the provisions of Condition 5(b)(iii)(C)(cc) shall apply.

(iv) *Rate of Interest for Variable Rate Notes*

Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this Condition 5(b)(iv). The interest payable in respect of a Variable Rate Note for each Interest Accrual Period relating to that Variable Rate Note, which shall be payable on the first day of such Interest Accrual Period, is referred to in these Conditions as the “**Agreed Yield**” and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Accrual Period relating to that Variable Rate Note is referred to in these Conditions as the “**Rate of Interest**”.

The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Accrual Period shall be determined as follows:

- (A) not earlier than 9.00 a.m. (Kuala Lumpur time) on the ninth business day nor later than 3.00 p.m. (Kuala Lumpur time) on the fifth business day prior to the commencement of each Interest Accrual Period, the Issuer and the relevant dealer shall endeavour to agree on the following:
 - (aa) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Accrual Period;
 - (bb) if interest in respect of such Variable Rate Note is agreed between the Issuer and the relevant dealer to be paid on the first day of such Interest Accrual Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Accrual Period (and, in the event of the Issuer and the relevant dealer so agreeing on such Agreed Yield, the Rate of Interest for such Variable Rate Note for such Interest Accrual Period shall be zero); and
 - (cc) if interest in respect of such Variable Rate Note is agreed between the Issuer and the relevant dealer to be paid on the last day of such Interest Accrual Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Accrual Period (an “**Agreed Rate**”) and, in the event of the Issuer and the relevant dealer so

agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Accrual Period; and

- (B) if the Issuer and the relevant dealer do not agree either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Accrual Period by 3.00 p.m. (Kuala Lumpur time) on the fifth business day prior to the commencement of the relevant Interest Accrual Period, or if there shall be no relevant dealer during the period for agreement referred to in Condition 5(b)(iv)(A), the Rate of Interest for such Variable Rate Note for such Interest Accrual Period shall automatically be the Fall Back Rate (as defined below).

The Issuer undertakes to the Fiscal Agent and the Calculation Agent (if any) that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10.30 a.m. (Kuala Lumpur time) on the next following business day:

- (aa) notify the Fiscal Agent and the Calculation Agent in writing of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Accrual Period; and
- (bb) cause such Agreed Yield, or as the case may be, the Agreed Rate for such Variable Rate Note to be notified by the Fiscal Agent to the relevant Noteholder at its request.

For the purposes of Condition 5(b)(iv)(B), the Rate of Interest for each Interest Accrual Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note or no relevant dealer during the period for agreement in respect of the Variable Rate Note shall be the rate (the “**Fall Back Rate**”) determined by reference to a Reference Rate as specified hereon.

The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Calculation Agent in accordance with the provisions of Condition 5(b)(iii)(B), as the case may be, above (*mutatis mutandis*) and references therein to “**Rate of Interest**” shall mean Fall Back Rate.

- (v) Benchmark Replacement (SOFR):

Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*) shall not apply to Notes for which the Reference Rate is specified as “SOFR” in the relevant Pricing Supplement, in respect of which the provisions of Condition 5(b)(iii)(C) (*Screen Rate Determination for Floating Rate Notes – SOFR*) and benchmark discontinuation provisions of Condition 5(b)(iii)(C) will apply.

- (vi) Benchmark Replacement (SORA):

Condition 5(b)(vii) (*Benchmark Replacement (Independent Adviser)*) shall not apply to Notes for which the Reference Rate is specified as “SORA” in the relevant Pricing Supplement, in respect of which the provisions of Condition 5(b)(iii)(D) (*Screen Rate Determination for Floating Rate Notes – SORA*) and benchmark discontinuation provisions of Conditions 5(b)(iii)(D)(gg) to (mm) will apply.

- (vii) Benchmark Replacement (Independent Adviser):

- (A) If a Benchmark Event occurs in relation to the Reference Rate when the Rate of Interest (or any component part thereof) for any Interest Accrual Period remains to be determined by reference to such Reference Rate, then the Issuer shall use its reasonable endeavours

to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with this Condition 5(b)(vii)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(b)(vii)(D)) and any Benchmark Amendments (in accordance with Condition 5(b)(vii)(E)).

An Independent Adviser appointed pursuant to this Condition 5(b)(vii) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Agents or the Noteholders for any determination made by it pursuant to this Condition 5(b)(vii) and the Fiscal Agent will not be liable for any loss, liability, cost, charge or expense which may arise as a result thereof.

- (B) If (1) the Issuer is unable to appoint an Independent Adviser or (2) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(b)(vii) prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in commercially reasonable manner) may determine a Successor Rate, failing which, an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments. If the Issuer is unable to determine a Successor Rate or an Alternative Rate prior to the relevant Interest Determination Date, the Reference Rate applicable to the immediately following Interest Accrual Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a First Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Accrual Period. For the avoidance of doubt, any adjustment pursuant to this Condition 5(b)(vii)(B) shall apply to the immediately following Interest Accrual Period only. Any subsequent Interest Accrual Period may be subject to the subsequent operation of this Condition 5(b)(vii).
- (C) If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines in its discretion that:
 - (1) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(b)(vii)(D)) subsequently be used in place of the Reference Rate to determine the Rate of Interest (or the relevant component part(s) thereof) for the relevant Interest Accrual Period and all following Interest Accrual Periods, subject to the subsequent operation of this Condition 5(b)(vii) in the event of a further Benchmark Event affecting the Successor Rate; or
 - (2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(b)(vii)(D)) subsequently be used in place of the Reference Rate to determine the Rate of Interest (or the relevant component part(s) thereof) for the relevant Interest Accrual Period and all following Interest Accrual Periods, subject to the subsequent operation of this Condition 5(b)(vii) in the event of a further Benchmark Event affecting the Alternative Rate.
- (D) If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines in its discretion (1) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (2) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall apply to the

Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as the case may be) will apply without an Adjustment Spread.

- (E) If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(b)(vii) and the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines in its discretion (1) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (2) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(b)(vii)(F), without any requirement for the consent or approval of relevant Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice. At the request of the Issuer, but subject to receipt by the Fiscal Agent of a certificate signed by an authorised signatory of the Issuer pursuant to Condition 5(b)(vii)(G), the Fiscal Agent, the Calculation Agent and/or the Agents shall, at the direction and expense of the Issuer, without any requirement for the consent or approval of the Noteholders, be obliged to consent to and effect such consequential amendments to these Conditions as may be required in order to give effect to this Condition 5(b)(vii), **provided that** the Fiscal Agent, the Calculation Agent and/or the Agents shall not be obliged so to concur if in the opinion of the Fiscal Agent, the Calculation Agent and/or the Agents doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Fiscal Agent, the Calculation Agent and/or the Agents in these Conditions in any way.
- (F) Any Successor Rate, Alternative Rate, Adjustment Spread (if any) and the specific terms of any Benchmark Amendments, determined under this Condition 5(b)(vii) will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.
- (G) No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by an authorised signatory:
- (1) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5(b)(vii); and
 - (2) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread (if any).

Each of the Fiscal Agent, the Calculation Agent and the Paying Agents shall be entitled to rely conclusively on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of

manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders. None of the Fiscal Agent, Calculation Agent or the Agents shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

- (H) The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the Issuer, the Guarantor, the Fiscal Agent and Fiscal Agent, the Calculation Agent, the other Paying Agents and the Noteholders.

- (I) As used in this Condition 5(b)(vii):

“Adjustment Spread” means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines is required to be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (1) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body;
- (2) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate;
- (3) (if no such determination has been made) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (4) (if the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above)) determines that no such industry standard is recognised or acknowledged) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the

Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

“**Alternative Rate**” means an alternative benchmark or screen rate which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(b)(vii)(B) above) determines in accordance with this Condition 5(b)(vii) is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in the Specified Currency.

“**Benchmark Amendments**” has the meaning given to in Condition 5(b)(vii)(E).

“**Benchmark Event**” means:

- (1) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (2) a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the “**Specified Future Date**”); or
- (3) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by the Specified Future Date, be permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate has been or will, by the Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (5) a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, (i) such Reference Rate is or will, by the Specified Future Date, be no longer representative of an underlying market or (ii) the methodology to calculate such Reference Rate has, or will by the Specified Future Date be, materially changed; or
- (6) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (2), (3), (4) or (5) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

“**Relevant Nominating Body**” means, in respect of a benchmark or screen rate (as applicable):

- (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is

responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- (2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (x) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (y) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (z) a group of the aforementioned central banks or other supervisory authorities or (aa) the Financial Stability Board or any part thereof.

“Successor Rate” means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

- (c) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).
- (d) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified hereon.
- (e) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (f) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding:**
- (i) If any Margin is specified in the relevant Pricing Supplement (either (aa) generally, or (bb) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (aa), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (bb), calculated in accordance with Condition 5(b) by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to Condition 5(f)(ii).
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Pricing Supplement, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (aa) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (bb) all figures shall be rounded to seven significant figures (with halves being rounded up) and (cc) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes **“unit”** means the lowest amount of such currency that is available as legal tender in the country of such currency.

- (g) **Calculations:** The amount of interest payable per calculation amount specified hereon (or, if no such amount is so specified, the Specified Denomination) (the “**Calculation Amount**”) in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Accrual Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Accrual Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (h) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Registrar, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Accrual Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Accrual Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition 5 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

Notwithstanding any provision under this Condition 5, none of Agents shall be under any obligation (i) to monitor, determine or verify the unavailability or cessation of any Benchmark, or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any Benchmark Event or Benchmark Transition Event, or related Benchmark Replacement Date, (ii) to select, determine or designate any Successor Rate, Alternative Reference Rate and Benchmark Replacement, or other successor or replacement benchmark index, or whether any conditions to the designation of such a rate or index have been satisfied, or (iii) to select, determine or designate any Adjustment Spread or Benchmark Replacement Adjustment, or other modifier to any replacement or successor index, or (iv)

to determine whether or what Benchmark Replacement Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing, including, but not limited to, adjustments as to any alternative spread thereon, the business day convention, interest determination dates or any other relevant methodology applicable to such substitute or successor benchmark. In connection with the foregoing, each of the Agents shall be entitled to conclusively rely on any determinations made by the Issuer, its Independent Adviser or its designee without independent investigation, and none will have any liability for actions taken at the Issuer's direction in connection therewith. None of the Agents shall be liable for any inability, failure or delay on its part to perform any of its duties set forth in this note as a result of the unavailability of any Benchmark or any applicable Successor Rate, Alternative Reference Rate or Benchmark Replacement, including as a result of any failure, inability, delay, error or inaccuracy on the part of any other transaction party in providing any direction, instruction, notice or information required or contemplated by the terms of this note and reasonably required for the performance of such duties. None of Agents shall be responsible or liable for the Issuer's actions or omissions or for those of its Independent Adviser or its designee, or for any failure or delay in the performance by the Issuer or its Independent Adviser or its designee, nor shall any of Agents be under any obligation to oversee or monitor the Issuer's performance or that of its Independent Adviser or its designee.

- (i) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"2006 ISDA Definitions" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at www.isda.org);

"2021 ISDA Definitions" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (www.isda.org);

"Business Centres" mean Kuala Lumpur and London or any other Business Centres specified in the relevant Pricing Supplement;

"Business Day" means:

- (i) in the case of a currency other than euro and Renminbi, a day (other than a Saturday or Sunday or a gazetted public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of euro, a TARGET Settlement Day; and/or
- (iii) in the case of Renminbi, a day (other than a Saturday, a Sunday or a gazetted public holiday) on which commercial banks in Hong Kong are generally open for general business and settlement of Renminbi payments in Hong Kong; and/or
- (iv) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday or a gazetted public holiday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres;

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Accrual Period, the **"Calculation Period"**);

- (i) if “**Actual/Actual**” or “**Actual/Actual (ISDA)**” is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times [(M)]_2 - (M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (v) if “**30E/360**” or “**Eurobond Basis**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times [(M)]_2 - (M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times [(M)_2 - (M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D2 will be 30; and

- (vii) if “**Actual/Actual (ICMA)**” is specified hereon:

- (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (aa) the number of days in such Determination Period and (bb) the number of Determination Periods normally ending in any year; and

- (B) if the Calculation Period is longer than one Determination Period, the sum of:

- (aa) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

- (bb) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year where:

“**Determination Date**” means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s);

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date;

“Early Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“Euro-zone” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

“Final Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“First Interest Payment Date” means the date specified in the relevant Pricing Supplement;

“Independent Adviser” means an independent financial institution of good repute or an independent financial adviser with appropriate expertise or with experience in the local or international debt capital markets appointed by and at the expense of the Issuer;

“Interest Accrual Period” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date (or, if the Notes are redeemed on any earlier date, the relevant redemption date);

“Interest Amount” means:

- (A) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Accrual Period of which such Interest Accrual Period forms part; and
- (B) in respect of any other period, the amount of interest payable per Calculation Amount for that period;

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Pricing Supplement;

“Interest Determination Date” has the meaning given in the relevant Pricing Supplement;

“Interest Payment Date” means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the Floating Rate Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the Floating Rate Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“ISDA Definitions” has the meaning given to in the relevant Pricing Supplement;

“Lag Period” has the meaning given to in the relevant Pricing Supplement;

“Margin” has the meaning given to in the relevant Pricing Supplement;

“Maturity Date” has the meaning given to in the relevant Pricing Supplement;

“Maximum Rate of Interest” has the meaning given in the relevant Pricing Supplement;

“Maximum Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“Minimum Rate of Interest” has the meaning given in the relevant Pricing Supplement;

“Minimum Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“Observation Shift Period” has the meaning given in the relevant Pricing Supplement;

“Optional Redemption Amount” has the meaning given in the relevant Pricing Supplement;

“Rate of Interest” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Pricing Supplement;

“Redemption Amount” means the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be;

“Reference Banks” means:

- (i) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone interbank market; and
- (ii) in the case of a determination of HIBOR, the principal Hong Kong office of four major banks in the Hong Kong interbank market,

in each case as selected by the Issuer or as specified in the applicable Pricing Supplement;

“Reference Rate” has the meaning given to in the relevant Pricing Supplement;

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“Specified Currency” has the meaning given in the relevant Pricing Supplement;

“Specified Period” has the meaning given in the relevant Pricing Supplement;

“T2” means the real time gross settlement system operated by the Eurosystem or any successor system; and

“TARGET Settlement Day” means any day on which T2 is open for the settlement of payments in euro.

- (j) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6 Redemption, Purchase and Options

(a) *Redemption by Instalments and Final Redemption:*

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 6, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (ii) Unless previously redeemed, purchased and cancelled as provided below, and except for a Note which is perpetual and has no Maturity Date, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(a)(i), its final Instalment Amount.

(b) *Early Redemption:*

(i) *Zero Coupon Notes:*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (B) Subject to the provisions of Condition 6(b)(i)(C), the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in Condition 6(b)(i)(B), except that such Condition shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this Condition 6(b)(i)(C) shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 6(c). Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in Condition 6(b)(i)), upon redemption of such Note pursuant to Condition 6(c) or upon

it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified hereon.

(c) ***Redemption for Taxation Reasons:***

- (i) *Senior Notes:* The Senior Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Senior Note is a Floating Rate Note) or, if so specified thereon, at any time (if this Senior Note is not a Floating Rate Note) on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued but unpaid to the date fixed for redemption), if (A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of Malaysia or, any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Senior Notes, and (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, **provided that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Senior Notes then due.
- (ii) *Subordinated Notes:* The Issuer may, in its sole discretion but subject to the Redemption Conditions being satisfied, redeem all (but not some only) of the Subordinated Notes at any time following the occurrence of a Tax Event on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at the Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued but unpaid to the date fixed for redemption).

A “**Tax Event**” means, in the case of Subordinated Notes:

- (A) on the occasion of the next payment due under the Subordinated Notes, the Issuer has or will become obliged to pay any such additional amounts as provided or referred to in Condition 8; or
- (B) the Issuer is no longer entitled, or would not be entitled to obtain deductions for the purposes of Malaysian tax in respect of payments of interest on the Subordinated Notes, as a result of any change in, or amendment to, the laws of regulations of Malaysia or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

Prior to the publication of any notice of redemption in respect of any notes pursuant to this Condition 6(c), the Issuer shall deliver to the Fiscal Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(d) ***Redemption at the option of the Issuer:***

- (i) *Senior Notes:* If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem all or, if so provided, some, of the Senior Notes on any Optional Redemption Date. Any such redemption of Senior Notes shall be at their Optional Redemption Amount together with interest accrued but unpaid to the date fixed for redemption. Any such redemption or exercise must relate to Senior Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.
- (ii) *Subordinated Notes:* If Call Option is specified hereon, the Issuer may, in its sole discretion but subject to the Redemption Conditions being satisfied, on giving not less than 15 nor more than 30 days' notice to the Noteholders (or such other notice period as may be specified hereon) redeem all or, if so provided hereon, some only of the Subordinated Notes on such early redemption date(s) as may be specified in the relevant Pricing Supplement (such date being at least five years (or such other period required by BNM from time to time under the Capital Requirements) from the Issue Date, at their Optional Redemption Amount together with interest accrued but unpaid to the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 6(d).

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

In the case of a partial redemption of a tranche of Notes, the selection of the Notes to be redeemed will be made by the Fiscal Agent on a pro rata basis, by lot or by such other method as the Fiscal Agent (with the agreement of the Issuer) shall deem to be fair and appropriate.

- (e) **Redemption for regulatory reasons – Subordinated Notes:** The Issuer may, in its sole discretion but subject to the Redemption Conditions being satisfied, redeem all (but not some only) of the Subordinated Notes at any time following the occurrence of a Capital Disqualification Event on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at the Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued but unpaid to the date fixed for redemption).

A “**Capital Disqualification Event**” means that, as a result of a change to the Capital Requirements, in relation to:

- (i) the qualification of the Subordinated Notes as Tier 2 Capital Securities; or
- (ii) the inclusion of the Subordinated Notes in the calculation of the Issuer's capital adequacy ratio,

which change or amendment:

- (A) becomes, or would become, effective on or after the Issue Date; or
- (B) is issued by BNM on or after the Issue Date,

the relevant Subordinated Notes (in whole or in part) would not qualify as Tier 2 Capital Securities.

Prior to the publication of any notice of redemption pursuant to this Condition 6(e), the Issuer shall deliver to the Fiscal Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred.

- (f) **Redemption at the option of Noteholders:** This Condition 6(f) is not applicable to Subordinated Notes. If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Senior Note, upon the holder of such Senior Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Senior Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued but unpaid to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Senior Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Senior Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Senior Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (g) **Purchase at the option of holders of Variable Rate Notes:** This Condition 6(g) is not applicable to Subordinated Notes. If VRN Purchase Option is specified hereon, each holder of Variable Rate Senior Notes shall have the option to have all or any of his Variable Rate Senior Notes purchased by the Issuer at their Redemption Amount on any Interest Payment Date and the Issuer will purchase such Variable Rate Senior Notes accordingly. To exercise such option, the holder must deposit (in the case of Bearer Notes) such Variable Rate Senior Notes (together with all unmatured Receipts and Coupons and unexchanged Talons) to be purchased with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Variable Rate Senior Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option purchase notice ("**Purchase Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the Noteholders' VRN Purchase Option Period specified hereon. Any Variable Rate Senior Note or Certificate so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (h) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 6 and the provisions specified hereon.

- (i) **Purchases:**

- (i) *Senior Notes:* The Issuer and its Subsidiaries may at any time purchase Senior Notes (**provided that** all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price. Any Senior Notes so purchased may be held, reissued or resold by the Issuer and its Subsidiaries, or at the option of the Issuer or its Subsidiaries, surrendered to any Fiscal Agent or the Registrar for cancellation.
- (ii) *Subordinated Notes:* The Issuer or any of its Subsidiaries may at any time (subject to the prior approval of BNM, which approval shall not be required under the Capital Requirements in relation to the Subordinated Notes, for a purchase done in the ordinary course of business) purchase the Subordinated Notes in any manner and at any price in the open market or otherwise. All Subordinated Notes which are purchased by the Issuer or any of its subsidiaries (other than

in the ordinary course of business) must be surrendered to any Fiscal Agent or the Registrar for cancellation and accordingly may not be reissued or resold.

For the purpose of this Condition 6(i)(ii), the term “**ordinary course of business**” includes those activities performed by the Issuer or any of the Issuer’s Subsidiaries for third parties (such as clients of the Issuer or the Issuer’s Subsidiaries) and excludes those performed for the funds of the Issuer or such Subsidiaries.

- (j) **Cancellation:** All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.
- (k) **Variation – Subordinated Notes:** If at any time a Tax Event or a Capital Disqualification Event occurs in respect of the Subordinated Notes, the Issuer may, instead of giving notice to redeem (without any requirement for the consent or approval of the Subordinated Noteholders but subject to any applicable regulatory approvals that may be required (if any) and satisfying any conditions that BNM (and/or any other regulator) may impose at the time of such approval) vary the terms of the Subordinated Notes solely in order that they remain or become Qualifying Securities, **provided that:**
 - (i) such variation does not itself give rise to any right of the Issuer to redeem the Subordinated Notes that is inconsistent with the redemption provisions of the Subordinated Notes prior to such variation;
 - (ii) neither a Tax Event nor a Capital Disqualification Event arises as a result of such variation; and
 - (iii) the Issuer is in compliance with the rules of any stock exchange on which the Subordinated Notes are for the time being listed or admitted to trading.

In this Condition 6:

“**Qualifying Securities**” means securities, whether debt, equity interests or otherwise, issued directly by the Issuer or guaranteed by the Issuer that:

- (i) qualify (in whole or in part) as Tier 2 Capital Securities, or may be included (in whole or in part) in the calculation of the capital adequacy ratio, in each case of (A) the Issuer, on a consolidated and unconsolidated basis and (B) the AMMB Group (for so long as AMMB is the holding company of the Issuer), on a consolidated basis pursuant to the relevant requirements set out in the Capital Requirements;
- (ii) rank at least equal to that of the Subordinated Notes;
- (iii) bear interest at a rate no lower than the Subordinated Notes and have Interest Payment Dates falling on the same dates as the Subordinated Notes;
- (iv) have the same redemption rights as the Subordinated Notes;
- (v) preserve any existing rights under the Subordinated Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation;

- (vi) if applicable, are assigned (or maintain) the same or higher credit ratings as were assigned to the Subordinated Notes immediately prior to such variation; and
 - (vii) are listed on a recognised stock exchange if the Subordinated Notes were listed immediately prior to such variation.
- (l) **Redemption Conditions:** Any redemption of Subordinated Notes by the Issuer is subject to the Redemption Conditions being satisfied.

In this Condition 6:

“**Redemption Conditions**” in respect of a tranche or part of a tranche of Subordinated Notes means the following conditions:

- (i) the Issuer has received written approval from BNM prior to redemption of such Subordinated Notes;
- (ii) the Issuer is solvent at the time of redemption of such Subordinated Notes and immediately thereafter; and
- (iii) in respect of a Call Option pursuant to Condition 6(d)(ii) only, the Issuer shall not exercise a Call Option unless it:
 - (A) replaces the called or redeemed tranche of the Subordinated Notes with capital of the same or better quality and the replacement of this capital shall be done at conditions which are sustainable for the income capacity of the Issuer; or
 - (B) demonstrates to the satisfaction of BNM that its capital position is well above the minimum capital adequacy and capital buffer requirements under the Capital Requirements after redemption of such tranche of the Subordinated Notes.

7 Payments and Talons

- (a) **Bearer Notes:** Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and **provided that** the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be:
- (i) in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank; and
 - (ii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of a Noteholder with a bank in Hong Kong.

In this Condition 7(a) and in Condition 7(b), “**Bank**” means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to T2.

- (b) **Registered Notes:**
- (i) Payments of principal (which for the purposes of this Condition 7(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against

presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 7(b)(ii).

- (ii) Interest (which for the purpose of this Condition 7(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifth (in the case of Renminbi) and on the fifteenth (in the case of a currency other than Renminbi) day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Registered Note shall be made:

- (A) in the case of a currency other than Renminbi, in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank; and
- (B) in the case of Renminbi, by transfer to the registered account of the Noteholder.

In this Condition 7(b)(ii), “**registered account**” means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register at the close of business on the fifth business day before the due date for payment.

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments Subject to Fiscal Laws:** All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Conditions 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8) any law implementing an intergovernmental approach thereto). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the CMU Lodging and Paying Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the CMU Lodging and Paying Agent, the Paying Agents, the Registrars, the Transfer Agents and the Calculation Agent(s) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, the CMU Lodging and Paying Agent, any other Paying Agent, the Registrars, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, **provided that** the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) the CMU Lodging and Paying Agent in relation to Notes accepted for clearance through the CMU, (v) one or more Calculation

Agent(s) where the Conditions so require and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in Condition 7(c).

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) ***Unmatured Coupons and Receipts and unexchanged Talons:***

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes, those Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal.
- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued but unpaid from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued but unpaid on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this Condition 7(h), “**business day**” means a day (other than a Saturday or a Sunday or a gazetted public holiday) on which banks and foreign exchange markets are open for general business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” hereon and:
- (i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency;
 - (ii) (in the case of a payment in euro) which is a TARGET Settlement Day; or
 - (iii) (in the case of Renminbi) on which banks and foreign exchange markets are open for general business and settlement of Renminbi payments in Hong Kong.

8 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Malaysia or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Malaysia other than the mere holding of the Note, Receipt or Coupon; or
- (b) **Presentation more than 30 days after the Relevant Date:** presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date, except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day.

As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, **provided that** payment is in fact made upon such presentation. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition 8.

9 Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 Events of Default

(a) Senior Notes:

This Condition 10(a) is applicable to Senior Notes only.

If any of the following events occurs, the holder of any Senior Note may give written notice to the Fiscal Agent at its specified office that such Senior Note is immediately repayable, whereupon the Early Redemption Amount of such Senior Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable:

- (i) *Non-payment*: default is made in the payment on the due date of interest or principal in respect of any of the Senior Notes and such default remains unremedied for seven days (in the case of default in payment of principal) or 14 days (in the case of default in payment of interest); or
- (ii) *Breach of other obligations*: the Issuer does not perform or comply with any one or more of its other obligations in the Senior Notes which default is incapable of remedy or where the default is capable of remedy is not remedied within 30 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any holder of a Senior Note; or
- (iii) *Cross-default*: (A) any other present or future indebtedness of the Issuer or any of its Material Subsidiaries for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any event of default or the like (howsoever described), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) the Issuer or any of its Material Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised **provided that** the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10(a)(iii) have occurred equals or exceeds U.S.\$25,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this Condition 10(a)(iii) operates); or
- (iv) *Enforcement proceedings*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries and is not discharged or stayed within 60 days; or
- (v) *Security enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Material Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person) **provided that** any such enforcement or appointment has not been set aside or stayed within 60 days and is not being disputed in good faith by the Issuer; or
- (vi) *Insolvency*: the Issuer or any of its Material Subsidiaries is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the

relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or a material part of (or of a particular type of) the debts of the Issuer or any of its Material Subsidiaries; or

- (vii) *Winding-up*: an administrator is appointed (**provided that** any such appointment has not been set aside within 30 days), an order is made for the winding-up or dissolution or administration of the Issuer or any of its Material Subsidiaries, or an effective resolution is passed for the winding-up or dissolution or administration of the Issuer, or the Issuer or any of its Material Subsidiaries shall apply or petition for a winding-up or administration order in respect of itself or ceases or threatens to cease to carry on all or substantially all of its business or operations save for the purposes of reconstruction, reorganisation or amalgamation whilst solvent; or
- (viii) *Authorisation and consents*: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (A) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Senior Notes, (B) to ensure that those obligations are legally binding and enforceable and (C) to make the Senior Notes admissible in evidence in the courts of Malaysia is not taken, fulfilled or done; or
- (ix) *Illegality*: it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Senior Notes; or
- (x) *Analogous events*: any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in Conditions 10(a)(v) to (viii).

For this purpose:

“**Material Subsidiary**” means any Subsidiary:

- (A) whose net profits (consolidated in the case of a Subsidiary which itself has Subsidiaries) or whose total net assets (consolidated in the case of a Subsidiary which itself has Subsidiaries) represent not less than 10 per cent. of the consolidated net profits, or, as the case may be, the consolidated total net assets of the Issuer and its Subsidiaries taken as a whole, all as calculated respectively by reference to the latest financial statements (consolidated or, as the case may be, unconsolidated) of the Subsidiary and the then latest audited consolidated financial statements of the Group; **provided that** in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated financial statements of the Group relate for the purpose of applying each of the foregoing tests, the reference to the Group’s latest audited consolidated financial statements shall be deemed to be a reference to such financial statements as if such Subsidiary had been shown therein by reference to its then latest relevant financial statements, adjusted as deemed appropriate by the auditors of the Issuer for the time being after consultation with the Issuer; or
- (B) to which is transferred all or substantially all of the business, undertaking and assets of another Subsidiary which immediately prior to such transfer is a Material Subsidiary, whereupon (1) in the case of a transfer by a Material Subsidiary, the transferor Material Subsidiary shall immediately cease to be a Material Subsidiary and (2) the transferee Subsidiary shall immediately become a Material Subsidiary, **provided that** on or after the date on which the relevant financial statements for the financial period current at the date of such transfer are published, whether such transferor Subsidiary or such transferee

Subsidiary is or is not a Material Subsidiary shall be determined pursuant to the provisions of sub-paragraph (A) above.

A report by two of the directors of the Issuer that in their opinion (making such adjustments (if any) as they shall deem appropriate) a Subsidiary is or is not or was or was not at any particular time or during any particular period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Issuer and the Noteholders.

“**Subsidiary**” means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer.

(b) **Subordinated Notes:**

This Condition 10(b) is applicable to Subordinated Notes only.

If any of the following events occurs, the holder of any Subordinated Note may give written notice to the Fiscal Agent at its specified office that such Subordinated Note is immediately repayable, whereupon the Early Redemption Amount of such Subordinated Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable:

- (i) *Non-payment*: default is made in the payment on the due date of interest or principal in respect of any of the Subordinated Notes and such default remains unremedied for seven days; or
- (ii) *Winding-up*: a court order is made or an effective resolution is passed for the Winding-up of the Issuer and such order is not stayed or set aside within 60 days of such order being made,

the holder of a Subordinated Note may, in the case of Condition 10(b)(i), institute a Winding-up proceeding against the Issuer and, in the case of either Conditions 10(b)(i) or (ii), prove in the Winding-up. For the avoidance of doubt, no holder of a Subordinated Note shall have the right to accelerate payment under such Subordinated Note other than in a Winding-up.

11 Loss absorption – Subordinated Notes

This Condition 11 is applicable to Subordinated Notes only.

Any Write-off of any Subordinated Notes under this Condition 11 with respect to the clearing and/or settlement of any Subordinated Notes is subject to the availability of procedures to effect any such Write-off in the relevant clearing system(s). For the avoidance of doubt, however, any Write-off of any Subordinated Notes with respect to the Issuer under Condition 11 will be effective upon the date that the Issuer specifies in the Trigger Event Notice (or as may otherwise be notified in writing to Subordinated Noteholders and the Agents by the Issuer) notwithstanding any inability to operationally effect any such Write-off in the relevant clearing system(s).

The Agency Agreement may contain certain protections and disclaimers as applicable to the Agents in relation to this Condition 11. Each Noteholder shall be deemed to have authorised, directed or requested the Fiscal Agent, the Registrar and the other Agents, as the case may be, to take any and all necessary action to give effect to any loss absorption option, and any Write-off following the occurrence of the Trigger Event.

(a) **Write-off upon Trigger Event:**

Following the occurrence of the earlier of the following (each a “**Trigger Event**”):

- (i) the Relevant Malaysian Authority has notified the Issuer in writing that the Relevant Malaysian Authority is of the opinion that a write-off of the principal and/or interest and/or (if applicable) any amounts owing under each Subordinated Note is necessary, without which the Issuer and/or

the AMMB Group (for so long as AMMB is the holding company of the Issuer) would cease to be viable; or

- (ii) the Relevant Malaysian Authority publicly announces that a decision has been made by BNM, PIDM or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer and/or the AMMB Group (for so long as AMMB is the holding company of the Issuer) would cease to be viable,

the Issuer, as directed by the Relevant Malaysian Authority, shall, upon the issue of a Trigger Event Notice, write-off, irrevocably and without the need for the consent of the Fiscal Agent or the Subordinated Noteholders, in whole or in part, the principal amount and/or any interest and/or other amounts owing under the Subordinated Notes (a “**Write-off**”) and each of the Subordinated Noteholders will be automatically deemed to have irrevocably waived and no longer have any rights against the Issuer with respect to (1) its right to receive payment of the principal amount of the Subordinated Notes or such portion to be written off, (2) its right to any interest on the Subordinated Notes (including any interest accrued but unpaid up to the date of the occurrence of the Trigger Event) or such portion to be written off, and/or (3) its right to any other amounts owing under each Subordinated Note or such portion to be written off, as the case may be.

“**AMMB Group**” means AMMB Holdings Berhad (“**AMMB**”) and its subsidiaries.

“**Relevant Malaysian Authority**” means:

- (A) BNM, jointly with Malaysia Deposit Insurance Corporation (“**PIDM**”), so long as the Issuer is a Member Institution (as defined in Section 2 of the Malaysia Deposit Insurance Corporation Act 2011); or
- (B) BNM, where the Issuer is no longer such a Member Institution.

(b) **Trigger Event Notice:**

Upon the occurrence of a Trigger Event, the Issuer shall give an irrevocable notice (a “**Trigger Event Notice**”) to the Subordinated Noteholders and the Fiscal Agent, which notice shall:

- (i) state that a Trigger Event has occurred and provide reasonable detail of the nature of the relevant Trigger Event;
- (ii) state the relevant amount per Subordinated Note (or per Calculation Amount in principal amount of Subordinated Notes) to be written off; and
- (iii) be given no later than two business days after the occurrence of the relevant Trigger Event (where failure to give such notice will not be considered an event of default or invalidate the Write-off).

(c) **Effect of Write-off:**

The Trigger Event Notice (in the absence of manifest error) shall be irrevocable and binding on all parties. By purchasing Subordinated Notes, each Subordinated Noteholder shall be deemed to have acknowledged that, following the occurrence of a Trigger Event, it shall not with effect from the date of the relevant Trigger Event Notice transfer or attempt to transfer its Subordinated Notes until such time as any Write-off shall have been effected.

For the avoidance of doubt, such Write-off: (i) shall not constitute an event of default; (ii) shall reduce the claim of the Subordinated Noteholders in respect of the Subordinated Notes in a Winding-up by the amount of such Write-off; and (iii) shall reduce the Early Redemption Amount in respect of such Subordinated Notes by the amount of such Write-off. With respect to all Interest Payment Dates falling

on or after the date of a Write-off, the amount of interest payable shall be calculated by reference to the principal amount of each Subordinated Note as reduced by such Write-off.

Any reference to the principal amount in respect of Subordinated Notes shall refer to such principal amount as reduced by any applicable Write-off(s).

(d) **Partial Write-off:**

Where only part of the principal, interest and (if applicable) any other amounts owing under any Subordinated Notes is to be written-off, the Issuer shall, with the prior written approval of the Relevant Malaysian Authority, use reasonable endeavours to conduct any Write-off such that:

- (i) the holders of any series of securities ranking *pari passu* with the Subordinated Notes are treated equally and rateably; and
- (ii) the Write-off of any Subordinated Notes is conducted:
 - (A) to the extent that the relevant Trigger Event Write-off Amount exceeds the aggregate principal amount of all Tier 1 Capital Securities of the Issuer that are capable of being converted or written-down under any applicable laws and/or their terms of issue, so as to Write-off Tier 2 Capital Securities of the Issuer (including the Subordinated Notes) only in an aggregate principal amount equal to such excess; and
 - (B) on a pro rata and proportionate basis with all other Tier 2 Capital Securities of the Issuer, to the extent that such Tier 2 Capital Securities are capable of being converted or written-down under any applicable laws and/or their terms of issue.

For the purposes of these Conditions, “**Trigger Event Write-off Amount**” means such amount of the principal and/or interest of each Subordinated Note and/or (if applicable) any other amounts owing under each Subordinated Note as BNM shall determine to be required, or direct to be, written-off by the Issuer, without which the Issuer and/or the AMMB Group (for so long as AMMB is the holding company of the Issuer) would cease to be viable. For the avoidance of doubt, the Write-off shall be effected in full even if the principal amount of each Subordinated Note written-off is insufficient for the Issuer and/or the AMMB Group (for so long as AMMB is the holding company of the Issuer) to cease to be non-viable.

For the avoidance of doubt, the Subordinated Notes shall not entitle the Subordinated Noteholders to receive any form of equity interest in the Issuer at any point in time and the Issuer is not obliged to allot or issue any shares to or for the account of the Subordinated Noteholders upon the occurrence of a Trigger Event or otherwise. The Subordinated Noteholders shall not be entitled to participate in any distributions or entitlements to the Issuer’s shareholders or to attend or vote at any general meeting of the shareholders of the Issuer.

12 Meeting of Noteholders, Modifications

- (a) **Meetings of Noteholders:** The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to

amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent. in nominal amount of the Notes for the time being outstanding or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

- (b) **Modification:** The Issuer and the Fiscal Agent shall only permit any waiver or authorisation of any breach or proposed breach of or any failure to comply with the Conditions and/or the Agency Agreement, without the consent of the Noteholders, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders. The Issuer and the Fiscal Agent shall only permit any modification of the Conditions and/or the Agency Agreement without the consent of the Noteholders, if: (i) to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders; or (ii) such modification is either of a formal, minor or technical nature or made to cure any ambiguity or correct a manifest or proven error or to comply with mandatory provisions of the law. Any determinations as to material prejudice with respect to the interests of the Noteholders shall be made by the Issuer and the Fiscal Agent shall not have any responsibility or liability whatsoever with respect to such determination. Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 15 as soon as practicable thereafter. Any variation of the terms of the Subordinated Notes is subject to any applicable regulatory approvals that may be required (if any) and satisfying any conditions that BNM (and/or any other regulator) may impose at the time of such approval.

13 Replacement of Notes, Certificates, Receipts, Coupons and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith.

and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in these Conditions to “**Issue Date**” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “**Notes**” shall be construed accordingly.

15 Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday or a gazetted public holiday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation (which is expected to be the Wall Street Journal Asia). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Asia. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 15.

So long as the Notes are represented by a Global Note or a Global Certificate and such Global Note or Global Certificate is held (i) on behalf of Euroclear or Clearstream, or any other clearing system (except as provided in (ii) below of this paragraph), notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by these Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Certificate or (ii) on behalf of the CMU, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the persons shown in a CMU instrument position report issued by the CMU on the second business day preceding the date of despatch of such notice as holding interests in the relevant Global Note or Global Certificate.

16 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer shall indemnify it against any loss sustained

by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition 16, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

17 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Notes expressly provide for such Act to apply to any of their terms.

18 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes (with the exception of Conditions 3(b) and 3(c), which shall be governed by the laws of Malaysia), the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons (including any dispute relating to any non-contractual obligations arising out of or in connection with any Notes, Receipts, Coupons or Talons) and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (including any dispute relating to any non-contractual obligations arising out of or in connection with any Notes, Receipts, Coupons or Talons) ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) **Service of Process:** The Issuer irrevocably appoints Sui Lai UK Property Services of 32 Hereford Road, London W2 5AJ, United Kingdom as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not, it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 15. Nothing shall affect the right to serve process in any manner permitted by law.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

1 Initial Issue of Notes

Global Notes and Global Certificates may be delivered on or prior to the original issue date of the Tranche to the Common Depositary (in the case of Notes other than CMU Notes) or a sub-custodian for the CMU (in the case of CMU Notes).

Upon the initial deposit of a Global Note with the Common Depositary or a with a sub-custodian for the CMU or registration of Registered Notes in the name of (i) any nominee for Euroclear and Clearstream and/or (ii) the HKMA as operator of the CMU and delivery of the relative Global Certificate to the Common Depositary or sub-custodian for the CMU (as the case may be), Euroclear or Clearstream or the CMU (as the case may be) will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream or other clearing systems.

2 Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream or any other clearing system other than CMU (“**Alternative Clearing System**”) as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

If a Global Note or a Global Certificate is lodged with a sub-custodian for or registered with the CMU, the person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in accordance with the rules of the CMU as notified by the CMU to the CMU Lodging and Paying Agent in a relevant CMU Instrument Position Report (as defined in the rules of the CMU) or any other relevant notification by the CMU (which notification, in either case, shall be conclusive evidence of the records of the CMU save in the case of manifest error) shall be the only person(s) entitled or, in the case of Registered Notes, directed or deemed by the CMU as entitled to receive payments in respect of Notes represented by such Global Note or Global Certificate and the payment obligations of the Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in respect of each amount so paid. Each of the persons shown in the records of the CMU, as the holder of a particular principal amount of Notes represented by such Global Note or Global Certificate must look solely to the CMU Lodging and Paying Agent for his share of each payment so made by the Issuer in respect of such Global Note or Global Certificate.

3 Exchange

(a) Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Pricing Supplement indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “*Overview of the Programme — Selling Restrictions*”), in whole, but not in part, for Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Pricing Supplement, for Definitive Notes.

The CMU may require that any such exchange for a permanent Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant account holders (as set out in a CMU Instrument Position Report (as defined in the rules of the CMU) or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) have so certified.

(b) Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3(d) below, in part for Definitive Notes: (i) if the permanent Global Note is held on behalf of Euroclear or Clearstream, the CMU or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or (ii) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent (in the case of Notes other than CMU Notes) or the CMU Lodging and Paying Agent (in the case of CMU Notes) of its election for such exchange; or (iii) if the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by a permanent Global Note in definitive form.

(c) Global Certificates

If the Pricing Supplement states that the Notes are to be represented by a Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, the CMU or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made:

- (i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if principal in respect of any Notes is not paid when due; or
- (iii) if the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by a permanent Global Note in definitive form,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph 3(c)(i) or 3(c)(ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

(d) **Partial Exchange of Permanent Global Notes**

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions relating to Partly Paid Notes.

(e) **Delivery of Notes**

On or after any Exchange Date (as defined in paragraph 3(f) below), the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent (in the case of Notes other than CMU Notes) or the CMU Lodging and Paying Agent (in the case of CMU Notes). In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes. In this Offering Circular, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

(f) **Exchange Date**

“**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for general business in the city in which the specified office of the Fiscal Agent (in the case of Notes other than CMU Notes) or the CMU Lodging and Paying Agent (in the case of CMU Notes) is located and, except in the cases of exchange set out at paragraph 3(b)(i) above, in the city in which the relevant clearing system is located.

4 Amendment to Conditions

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Offering Circular. The following is a summary of certain of those provisions:

(a) Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note (except with respect to a Global Note held through the CMU) will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. Condition 7(e)(vii) will apply to the Definitive Notes only.

For the purpose of any payment made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of “business day” set out in Condition 7(h).

All payments in respect of Notes represented by a Global Certificate (other than a Global Certificate held through the CMU) will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

In respect of a Global Note or Global Certificate held through the CMU, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Global Note or Global Certificate are credited (as set out in a CMU Instrument Position Report (as defined in the rules of the CMU) or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) and, save in the case of final payment, no presentation of the relevant Global Note or Global Certificate shall be required for such purpose.

(b) Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note or Global Certificate will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8).

(c) Meetings

The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder’s holding, whether or not represented by a Global Certificate.)

(d) **Cancellation**

Cancellation of any Note represented by a permanent Global Note or Global Certificate that is required by the Conditions to be cancelled (other than upon its Write-Off in full or redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note or Global Certificate.

(e) **Purchase**

Notes represented by a permanent Global Note may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

(f) **Issuer's Option**

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, the CMU or the relevant Alternative Clearing System (as the case may be).

(g) **Noteholders' Options**

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent) within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time presenting the permanent Global Note to the Fiscal Agent (or, in the case of Notes lodged with the CMU, the CMU Lodging and Paying Agent), or to a Paying Agent acting on behalf of the Fiscal Agent (or the CMU Lodging and Paying Agent), for notation.

(h) **Events of Default**

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 10 by stating in the notice to the Fiscal Agent (in the case of Notes other than CMU Notes) or the CMU Lodging and Paying Agent (in the case of CMU Notes) the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of a Deed of Covenant executed as a deed by the Issuer to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

(i) **Notices**

So long as any Notes are represented by a Global Note or a Global Certificate and such Global Note or Global Certificate is held on behalf of (i) Euroclear and/or Clearstream or any other Alternative Clearing System (except as provided in paragraph (ii) below), notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Terms and Conditions of the Notes or by delivery of the relevant notice to the holder of the Global Note or (ii) the CMU, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report (as defined in the rules of the CMU) issued by the CMU on the second business day preceding the date of despatch of such notice as holding interests in the relevant Global Note or Global Certificate.

(j) **Partly Paid Notes**

The provisions relating to Partly Paid Notes are not set out in this Offering Circular, but will be contained in the relevant Pricing Supplement and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Global Note representing such Partly Paid Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer may forfeit such Partly Paid Notes and shall have no further obligation to their holder in respect of them.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Notes will be applied by the Issuer for its general working capital purposes, general banking purposes, refinancing of its outstanding capital instruments, repayment of borrowings, investments into, on-lending and distribution of advances by the Issuer to the AMMB Group, any of the subsidiaries of the AMMB Group and any of the subsidiaries of the Issuer in the event that the AMMB Group is no longer the holding company of the Issuer. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Pricing Supplement.

SUMMARY OF SELECTED FINANCIAL INFORMATION

The following tables set out the Issuer's and the Group's summary of selected financial information and the Issuer's and the Group's operating data, in each case, for the periods and as at the dates indicated. A prospective investor should read the following summary of selected financial information in conjunction with the Issuer's and the Group's historical financial statements and their related notes incorporated by reference into this Offering Circular. The Issuer's and the Group's financial statements are reported in Malaysian Ringgit and presented in accordance with Malaysia Financial Reporting Standards ("MFRS"), International Financial Reporting Standards ("IFRS"), and the requirements of the Companies Act 2016 in Malaysia.

The Issuer's and the Group's summary of selected financial information as at and for the years ended 31 March 2022, 31 March 2023 and 31 March 2024, set out below, has been derived from the Issuer's and the Group's annual audited financial statements incorporated by reference into this Offering Circular, and is qualified in its entirety by reference to those separate and consolidated financial statements and the notes thereto.

The Issuer's and the Group's summary of selected financial information for the six-month periods ended 30 September 2023 and 2024 and as at 30 September 2024 set out below, has been derived from the Issuer's and the Group's interim unaudited financial statements incorporated by reference into this Offering Circular, and is qualified in its entirety by reference to those separate and consolidated financial statements and the notes thereto. The Issuer's and the Group's unaudited separate and consolidated financial statements as at and for the six-month period ended 30 September 2024 has not been audited or reviewed by the auditors of the Issuer and the Group. See "*Certain Definitions and References – Presentation of Financial Information*".

Solely for the convenience of the reader, the Malaysian Ringgit amounts in the tables below have been translated into U.S. dollars using the exchange rates of U.S.\$1.00 = RM4.7210 and U.S.\$1.00 = RM4.1233 for the amounts as at and for the financial year ended 31 March 2024 and as at and for the six-month period ended 30 September 2024, respectively.

Statements of Profit or Loss

The Issuer

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
Interest income.....	3,935,654	5,054,626	6,183,964	1,309,884	3,080,063	3,078,581	746,630
Interest expense.....	(1,784,621)	(2,713,392)	(3,962,472)	(839,329)	(1,953,033)	(1,898,034)	(460,319)
Net interest income	2,151,033	2,341,234	2,221,492	470,555	1,127,030	1,180,547	286,311
Other operating income.....	559,949	677,365	789,675	167,269	376,575	354,402	85,951
Net income.....	2,710,982	3,018,599	3,011,167	637,824	1,503,605	1,534,949	372,262
Other operating expenses.....	(1,300,101)	(1,428,131)	(1,325,165)	(280,696)	(636,555)	(671,996)	(162,975)
Operating profit.....	1,410,881	1,590,468	1,686,002	357,128	867,050	862,953	209,287
Allowance for impairment on loans and advances.....	(72,059)	(258,911)	(485,895)	(102,922)	(168,020)	(101,034)	(24,503)
(Provision for)/Writeback of provision for commitments and contingencies	(174,213)	85,306	39,584	8,385	29,966	73,683	17,870
(Allowance for)/Writeback of impairment on:							

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
Financial investments..	(14,279)	(1,344)	(20,860)	(4,419)	(12,854)	(2,389)	(579)
Other financial assets ..	(1,270)	981	(18,526)	(3,924)	310	1,161	282
Associate.....	(12,683)	—	—	—	—	—	—
Subsidiary	(528)	—	—	—	—	—	—
Non-financial assets....	—	—	(110,717)	(23,452)	—	—	—
Other recoveries, net	171	527	2,379	504	2,372	23	6
Provision for restructuring expenses.....	—	—	(80,000)	(16,946)	—	—	—
Profit before taxation	1,136,020	1,417,027	1,011,967	214,354	718,824	834,397	202,363
Taxation.....	(118,358)	(326,190)	247,800	52,489	(165,550)	(200,206)	(48,555)
Profit for the financial year/period	1,017,662	1,090,837	1,259,767	266,843	553,274	634,191	153,808
Earnings per share (sen)							
Basic/diluted	108.00	114.83	132.62	28.09	58.24	66.76	16.19

Statements of Comprehensive Income

The Issuer

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
Profit for the financial year/period	1,017,662	1,090,837	1,259,767	266,843	553,274	634,191	153,808
Other comprehensive (loss)/income:							
Items that will not be reclassified subsequently to statement of profit or loss							
<u>Equity instruments</u>							
Financial investments at fair value through other comprehensive income							
— net changes in fair value	(5,250)	(1,085)	36,473	7,726	39,225	84,898	20,590
Tax effect.....	1,982	2,202	440	93	(220)	440	107
Items that may be reclassified subsequently to statement of profit or loss							
Currency translation on offshore operations.....	3,858	13,329	19,221	4,071	17,121	(37,721)	(9,148)
Cash flow hedge							
— gain arising during the financial year/period	1,654	—	—	—	—	—	—

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
— amortisation of fair value changes of terminated hedge	8,724	6,320	4,250	900	3,169	896	217
Tax effect.....	(2,491)	(1,517)	(1,020)	(216)	(760)	(215)	(52)
Debt instruments							
Financial investments at fair value through other comprehensive income							
— net unrealised (loss)/gain on changes in fair value.....	(198,928)	7,883	103,524	21,928	(6,448)	53,198	12,902
— net gain reclassified to statements of profit or loss	(4,218)	(286)	(17,783)	(3,767)	(7,024)	(8,190)	(1,986)
— changes in expected credit loss	2,322	(1,111)	10,480	2,220	9,410	3,455	838
— foreign exchange differences	2	12	1	—	1	(3)	(1)
Tax effect.....	48,755	(1,823)	(20,578)	(4,359)	3,233	(10,802)	(2,620)
Other comprehensive (loss)/income, net of tax.....	(143,590)	23,924	135,008	28,596	57,707	85,956	20,847
Total comprehensive income for the financial year/period, net of tax.....	874,072	1,114,761	1,394,775	295,439	610,981	720,147	174,655

Statements of Profit or Loss

The Group

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
Interest income.....	3,940,247	5,059,927	6,187,660	1,310,667	3,081,902	3,080,128	747,006
Interest expense.....	(1,784,418)	(2,713,306)	(3,962,374)	(839,308)	(1,952,952)	(1,897,753)	(460,251)
Net interest income	2,155,829	2,346,621	2,225,286	471,359	1,128,950	1,182,375	286,755
Other operating income.....	540,756	673,920	788,536	167,027	376,319	352,963	85,602
Share in results of associates	(708)	2,798	(650)	(138)	(262)	911	221
Net income.....	2,695,877	3,023,339	3,013,172	638,248	1,505,007	1,536,249	372,578
Other operating expenses.....	(1,300,780)	(1,428,435)	(1,324,596)	(280,575)	(636,302)	(671,789)	(162,925)
Operating profit.....	1,395,097	1,594,904	1,688,576	357,673	868,705	864,460	209,653
Allowance for impairment on loans and advances.....	(72,066)	(258,991)	(485,783)	(102,898)	(168,095)	(101,093)	(24,517)
(Provision for)/Writeback of provision for commitments and contingencies	(174,204)	85,280	39,612	8,391	29,983	73,692	17,872

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
(Allowance for)/Writeback of impairment on:							
Financial investments	(14,279)	(1,344)	(20,860)	(4,419)	(12,854)	(2,389)	(579)
Other financial assets	(1,273)	993	(18,564)	(3,932)	272	1,161	282
Non-financial assets	—	—	(110,717)	(23,452)	—	—	—
Other recoveries, net	171	527	2,379	504	2,372	23	6
Provision for restructuring expenses	—	—	(80,000)	(16,946)	—	—	—
Profit before taxation	1,133,446	1,421,369	1,014,643	214,921	720,383	835,854	202,717
Taxation	(119,824)	(327,632)	247,063	52,333	(165,960)	(200,646)	(48,662)
Profit for the financial year/period	1,013,622	1,093,737	1,261,706	267,254	554,423	635,208	154,055
Attributable to:							
Equity holder of the Issuer .	1,013,622	1,093,738	1,261,686	267,250	554,403	635,208	154,055
Non-controlling interests	—	(1)	20	4	20	—	—
Profit for the financial year/period	1,013,622	1,093,737	1,261,706	267,254	554,423	635,208	154,055
Earnings per share (sen)							
Basic/Diluted	107.57	115.14	132.82	28.13	58.36	66.87	16.22

Statements of Comprehensive Income

The Group

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
Profit for the financial year/period	1,013,622	1,093,737	1,261,706	267,254	554,423	635,208	154,055
Other comprehensive income/(loss):							
Items that will not be reclassified subsequently to statement of profit or loss							
<u>Equity instruments</u>							
Financial investments at fair value through other comprehensive income							
— net changes in fair value	(5,250)	(1,085)	36,473	7,726	39,225	84,898	20,590
Tax effect	1,982	2,202	440	93	(220)	440	107
Items that may be reclassified subsequently to statement of profit or loss							
Currency translation on offshore operations	3,900	13,342	19,237	4,075	17,136	(37,752)	(9,156)

	Year ended 31 March				Six-month period ended 30 September		
	2022	2023	2024	2024	2023	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(RM '000)	(U.S.\$ '000)
Cash flow hedge							
— gain arising during the financial year/period	1,654	—	—	—	—	—	—
— amortisation of fair value changes of terminated hedge.....	8,724	6,320	4,250	900	3,169	896	217
Tax effect.....	(2,491)	(1,517)	(1,020)	(216)	(760)	(215)	(52)
Debt instruments							
Financial investments at fair value through other comprehensive income							
— net (loss)/gain on changes in fair value	(198,928)	7,883	103,524	21,928	(6,448)	53,198	12,902
— net gain reclassified to statements of profit or loss .	(4,218)	(286)	(17,783)	(3,767)	(7,024)	(8,190)	(1,986)
— changes in expected credit loss.....	2,322	(1,111)	10,480	2,220	9,410	3,455	838
— foreign exchange differences	2	12	1	—	1	(3)	(1)
Tax effect.....	48,755	(1,823)	(20,578)	(4,359)	3,233	(10,802)	(2,620)
Other comprehensive (loss)/income, net of tax.....	(143,548)	23,937	135,024	28,600	57,722	85,925	20,839
Total comprehensive income for the financial year/period, net of tax.....	870,074	1,117,674	1,396,730	295,854	612,145	721,133	174,894
Attributable to:							
Equity holder of the Issuer .	870,074	1,117,675	1,396,710	295,850	612,125	721,133	174,894
Non-controlling interests....	—	(1)	20	4	20	—	—
	870,074	1,117,674	1,396,730	295,854	612,145	721,133	174,894

Statements of Financial Position

The Issuer

	As at 31 March				As at 30 September	
	2022	2023	2024	2024	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(U.S.\$ '000)
ASSETS						
Cash and short-term funds	9,874,911	6,873,677	6,103,853	1,292,915	5,887,864	1,427,950
Deposits and placements with banks and other financial institutions.....	2,184,788	1,084,465	1,784,033	377,893	1,174,099	284,747
Investment account placement	1,708,484	1,537,252	1,364,533	289,035	1,205,696	292,410
Derivative financial assets.....	832,821	923,673	1,010,103	213,960	1,631,422	395,659
Financial assets at fair value through profit or loss ("FVTPL").....	2,675,869	10,191,764	6,766,649	1,433,308	5,457,710	1,323,627
Financial investments at fair value through other comprehensive income.....	14,339,584	20,306,352	19,700,129	4,172,872	20,526,461	4,978,163
Financial investment at amortised cost.....	5,929,515	9,214,717	7,391,293	1,565,620	9,305,325	2,256,766
Loans and advances	78,784,319	82,435,658	86,237,993	18,266,891	87,202,895	21,148,812
Statutory deposit with Bank Negara Malaysia	200,000	1,552,337	1,678,024	355,438	1,816,822	440,623
Deferred tax assets	139,318	164,294	192,707	40,819	156,393	37,929
Investment in subsidiaries	30,964	22,487	13,477	2,855	13,477	3,268
Investment in associates.....	19,617	19,617	19,598	4,151	19,598	4,753
Other assets.....	1,820,212	1,946,952	3,033,852	642,629	2,120,577	514,292
Property and equipment	133,683	139,705	123,472	26,154	116,023	28,138
Right-of-use assets	174,238	225,632	197,072	41,744	171,909	41,692
Intangible assets.....	221,538	202,069	123,528	26,166	129,748	31,467
TOTAL ASSETS	119,069,861	136,840,651	135,740,316	28,752,450	136,936,019	33,210,296
LIABILITIES AND EQUITY						
Deposits from customers.....	85,870,989	85,391,198	94,341,441	19,983,360	91,830,829	22,271,198
Deposits and placements of banks and other financial institutions.....	7,387,387	8,701,757	7,646,192	1,619,613	7,899,051	1,915,711
Securities sold under repurchase agreements	1,582,717	16,466,674	6,328,335	1,340,465	7,317,610	1,774,697
Financial liabilities at FVTPL.....	—	—	—	—	81,433	19,749
Recourse obligation on loans sold to Cagamas Berhad	6,875,023	6,600,036	5,265,017	1,115,233	4,765,027	1,155,634
Derivative financial liabilities	806,634	966,427	1,021,778	216,433	2,298,079	557,340
Term funding	1,045,260	1,337,427	1,614,991	342,087	3,821,543	926,817
Debt capital.....	3,095,000	3,095,000	3,095,000	655,581	3,095,000	750,612
Other liabilities	2,371,270	3,131,790	4,101,878	868,857	3,229,982	783,348
TOTAL LIABILITIES	109,034,280	125,690,309	123,414,632	26,141,629	124,338,554	30,155,106
Share capital	3,040,465	3,040,465	3,040,465	644,030	3,040,465	737,386
Reserves.....	6,995,116	8,109,877	9,285,219	1,966,791	9,557,000	2,317,804
TOTAL EQUITY	10,035,581	11,150,342	12,325,684	2,610,821	12,597,465	3,055,190
TOTAL LIABILITIES AND EQUITY	119,069,861	136,840,651	135,740,316	28,752,450	136,936,019	33,210,296

	As at 31 March				As at 30 September	
	2022	2023	2024	2024	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(U.S.\$ '000)
COMMITMENTS AND CONTINGENCIES	113,437,579	115,768,995	118,178,129	25,032,436	118,755,142	28,800,995
NET ASSETS PER SHARE (RM/USD)	10.56	11.74	12.98	2.75	13.26	3.22

Statements of Financial Position

The Group

	As at 31 March				As at 30 September	
	2022	2023	2024	2024	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(U.S.\$ '000)
ASSETS						
Cash and short-term funds	9,894,325	6,874,702	6,140,967	1,300,777	5,928,612	1,437,832
Deposits and placements with banks and other financial institutions.....	2,184,788	1,084,465	1,784,033	377,893	1,174,099	284,747
Investment account placement	1,708,484	1,537,252	1,364,533	289,035	1,205,696	292,410
Derivative financial assets.....	832,821	923,673	1,010,103	213,960	1,631,422	395,659
Financial assets at FVTPL	2,675,904	10,191,801	6,766,682	1,433,315	5,457,742	1,323,634
Financial investments at fair value through other comprehensive income.....	14,339,584	20,306,352	19,700,129	4,172,872	20,526,461	4,978,163
Financial investments at amortised cost	5,929,515	9,214,717	7,391,293	1,565,620	9,305,325	2,256,766
Loans and advances	78,817,487	82,466,414	86,248,361	18,269,087	87,203,255	21,148,899
Statutory deposit with Bank Negara Malaysia	200,000	1,552,337	1,678,024	355,438	1,816,822	440,623
Deferred tax assets	139,318	164,294	192,707	40,819	156,393	37,929
Investment in associates.....	15,597	18,395	17,745	3,759	18,657	4,525
Other assets.....	1,819,943	1,948,382	3,035,546	642,988	2,121,180	514,438
Property and equipment	151,787	146,013	129,645	27,461	122,043	29,598
Right-of-use assets	172,789	224,596	196,449	41,612	171,493	41,591
Intangible assets	221,538	202,069	123,528	26,166	129,748	31,467
TOTAL ASSETS	119,103,880	136,855,462	135,779,745	28,760,802	136,968,948	33,218,281
LIABILITIES AND EQUITY						
Deposits from customers.....	85,856,896	85,378,545	94,337,410	19,982,506	91,827,725	22,270,445
Deposits and placements of banks and other financial institutions.....	7,377,743	8,661,694	7,620,130	1,614,092	7,864,545	1,907,342
Securities sold under repurchase agreements	1,582,717	16,466,674	6,328,335	1,340,465	7,317,610	1,774,697
Financial liabilities at FVTPL.....	—	—	—	—	81,433	19,749
Recourse obligation on loans sold to Cagamas Berhad	6,875,023	6,600,036	5,265,017	1,115,233	4,765,027	1,155,634
Derivative financial liabilities	806,634	966,427	1,021,778	216,433	2,298,079	557,340
Term funding	1,045,260	1,337,427	1,614,991	342,087	3,821,543	926,817
Debt capital.....	3,095,000	3,095,000	3,095,000	655,581	3,095,000	750,612

	As at 31 March				As at 30 September	
	2022	2023	2024	2024	2024	2024
	(RM '000)	(RM '000)	(RM '000)	(U.S.\$ '000)	(RM '000)	(U.S.\$ '000)
Other liabilities	2,382,585	3,149,963	4,120,130	872,724	3,248,265	787,782
TOTAL LIABILITIES	109,021,858	125,655,766	123,402,791	26,139,121	124,319,227	30,150,418
Share capital	3,040,465	3,040,465	3,040,465	644,030	3,040,465	737,386
Reserves.....	7,041,411	8,159,086	9,336,363	1,977,624	9,609,130	2,330,446
Equity attributable to equity holder of the Issuer	10,081,876	11,199,551	12,376,828	2,621,654	12,649,595	3,067,832
Non-controlling interests.....	146	145	126	27	126	31
TOTAL EQUITY	10,082,022	11,199,696	12,376,954	2,621,681	12,649,721	3,067,863
TOTAL LIABILITIES AND EQUITY	119,103,880	136,855,462	135,779,745	28,760,802	136,968,948	33,218,281
COMMITMENTS AND CONTINGENCIES	113,360,229	115,723,975	118,118,529	25,019,811	118,690,142	28,785,231
NET ASSETS PER SHARE (RM/USD)	10.61	11.79	13.03	2.76	13.32	3.23

Statements of Cash Flows

The Issuer

	Year ended 31 March		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
CASH FLOWS FROM OPERATING ACTIVITIES			
Profit before taxation	1,417,027	1,011,967	214,354
Adjustments for:			
Accretion of discount less amortisation of premium	(154,869)	(123,883)	(26,241)
Amortisation of fair value gain on terminated hedge.....	6,320	4,250	900
Amortisation of intangible assets	77,237	49,852	10,560
Amortisation of issuance costs and premium for term funding.....	1,166	583	123
Depreciation of property and equipment	49,505	47,106	9,978
Depreciation of right-of-use assets	74,183	68,757	14,564
Finance cost for lease liabilities.....	6,296	5,839	1,237
Finance cost for provision for reinstatement for leased premises	77	55	12
Loss on disposal of foreclosed properties.....	—	650	138
Net (gain)/loss on disposal of property and equipment.....	(133)	2	—
Gain on capital reduction of a subsidiary	(1,523)	—	—
Gain on liquidation of a subsidiary.....	—	(26)	(6)
Loss on liquidation of associate.....	—	1	—
Distribution income from financial investments at fair value through other comprehensive income.....	(8,546)	(6,780)	(1,436)
Dividend income from subsidiaries	(10,560)	—	—
Allowances for impairment on financial investments.....	1,344	20,860	4,419
(Writeback of)/allowance for impairment on other financial assets....	(981)	18,526	3,924
Allowances for impairment on non-financial assets	—	110,717	23,452
Provision for restructuring expenses	—	80,000	16,946
Loans and advances – allowances, net of writeback.....	438,540	671,172	142,167
Net adjustment on COVID-19 relief measures.....	(35,936)	(2,653)	(562)
Net loss/(gain) on revaluation of derivatives.....	68,941	(31,079)	(6,583)
Net loss/(gain) on revaluation of financial assets at fair value through profit or loss	1,404	(268,984)	(56,976)
Net gain on sale of financial assets at fair value through profit or loss	(42,316)	(52,581)	(11,138)
Net gain on sale of financial assets at fair value through other comprehensive income	(286)	(17,783)	(3,767)
Net gain on redemption of financial assets at amortised cost	—	(68,270)	(14,461)
Gain on termination of lease arrangement.....	(116)	(358)	(76)
Property and equipment written off.....	1	7	1
Reversal of provision for reinstatement of leased premises.....	—	(11)	(2)
Scheme shares and options granted under AMMB Executives' Share Scheme ("ESS") – charge	14,939	24,522	5,194
Unrealised foreign exchange loss on term funding.....	21,125	34,925	7,398

	Year ended 31 March		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Writeback of provision for commitments and contingencies.....	(85,306)	(39,584)	(8,385)
Operating profit before working capital changes	1,837,533	1,537,799	325,734
Decrease/(increase) in operating assets:			
Deposits and placements with banks and other financial institutions.....	40,000	37,190	7,878
Investment account placement.....	172,142	172,158	36,466
Financial assets at fair value through profit or loss.....	(7,368,549)	3,877,911	821,417
Loans and advances.....	(4,023,166)	(4,440,940)	(940,678)
Statutory deposit with Bank Negara Malaysia.....	(1,352,337)	(125,687)	(26,623)
Other assets	(82,304)	(666,958)	(141,274)
(Decrease)/increase in operating liabilities:			
Deposits from customers	(479,791)	8,950,243	1,895,836
Deposits and placements of banks and other financial institutions	1,279,168	(1,098,842)	(232,756)
Securities sold under repurchase agreements.....	14,883,957	(10,138,339)	(2,147,498)
Recourse obligation on loans sold to Cagamas Berhad.....	(274,987)	(1,335,019)	(282,783)
Term funding.....	269,876	242,056	51,272
Other liabilities	808,394	972,677	206,033
Cash generated from/(used in) operating activities.....	5,709,936	(2,015,751)	(426,976)
Net taxation paid	(412,585)	(264,522)	(56,031)
Net cash generated from/(used in) operating activities.....	5,297,351	(2,280,273)	(483,007)
CASH FLOWS FROM INVESTING ACTIVITIES			
Dividend received from subsidiaries	10,560	—	—
Distribution income received from financial investments at fair value through other comprehensive income.....	8,546	6,780	1,436
Net (purchase)/redemption of financial investments at fair value through other comprehensive income.....	(5,914,485)	741,119	156,983
Net (purchase)/redemption of financial investments at amortised cost ...	(3,284,695)	1,879,069	398,024
Proceed from liquidation of subsidiary	—	36	8
Proceeds from liquidation of an associate.....	—	18	4
Proceeds from disposal of property and equipment	153	8	2
Proceeds from capital reduction of a subsidiary	10,000	9,000	1,906
Purchase of intangible assets	(61,573)	(83,841)	(17,759)
Purchase of property and equipment.....	(56,029)	(27,779)	(5,884)
Net cash (used in)/generated from investing activities.....	(9,287,523)	2,524,410	534,720
CASH FLOWS FROM FINANCING ACTIVITIES			
Dividends paid	—	(219,433)	(46,480)
Payment of lease liabilities	(77,560)	(72,235)	(15,301)
Net cash used in financing activities.....	(77,560)	(291,668)	(61,781)

	Year ended 31 March		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Net decrease in cash and cash equivalents	(4,067,732)	(47,531)	(10,068)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE FINANCIAL YEAR	11,119,682	7,052,096	1,493,772
Effect of exchange rate changes	146	581	123
CASH AND CASH EQUIVALENTS AT END OF THE FINANCIAL YEAR	7,052,096	7,005,146	1,483,827
Cash and cash equivalents comprise:			
Cash and short-term funds	6,873,677	6,103,853	1,292,915
Deposits and placements with banks and other financial institutions.....	1,084,465	1,784,033	377,893
	7,958,142	7,887,886	1,670,808
Less: Deposits with original maturity more than 3 months.....	(907,860)	(884,033)	(187,255)
	7,050,282	7,003,853	1,483,553
Add back: Allowances for expected credit loss for cash and cash equivalents at end of the financial year.....	1,814	1,293	274
	7,052,096	7,005,146	1,483,827

	Six-month period ended 30 September		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Profit before taxation	718,824	834,397	202,363
Adjustments for non-operating and non-cash items.....	145,620	862,933	209,282
Operating profit before working capital changes	864,444	1,697,330	411,645
Changes in working capital:			
Net change in operating assets.....	623,569	1,772,901	429,971
Net change in operating liabilities	(2,657,024)	(307,056)	(74,469)
Tax paid	(138,750)	(53,751)	(13,036)
Net cash (used in)/generated from operating activities	(1,307,761)	3,109,424	754,111
Net cash generated from/(used in) investing activities.....	2,492,982	(2,652,179)	(643,217)
Net cash generated from/(used in) financing activities	299,144	(483,712)	(117,312)
Net increase/(decrease) in cash and cash equivalents	1,484,365	(26,467)	(6,418)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE FINANCIAL PERIOD	7,052,096	7,005,146	1,698,917
Effect of exchange rate changes	441	(86)	(21)
CASH AND CASH EQUIVALENTS AT END OF FINANCIAL PERIOD	8,536,902	6,978,593	1,692,478

	Six-month period ended 30 September		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Cash and cash equivalents comprise:			
Cash and short-term funds.....	8,341,245	5,887,864	1,427,950
Deposits and placements with banks and other financial institutions.....	1,976,097	1,174,099	284,747
	10,317,342	7,061,963	1,712,697
Less: Deposits and placements with original maturity of more than 3 months.....	(1,782,327)	(85,767)	(20,800)
	8,535,015	6,976,196	1,691,897
Add: Allowances for expected credit loss for cash and cash equivalents at end of the financial period	1,887	2,397	581
	8,536,902	6,978,593	1,692,478

Statements of Cash Flows

The Group

	Year ended 31 March		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
CASH FLOWS FROM OPERATING ACTIVITIES			
Profit before taxation.....	1,421,369	1,014,643	214,921
Adjustments for			
Accretion of discount less amortisation of premium	(154,869)	(123,883)	(26,241)
Amortisation of fair value gain on terminated hedge.....	6,320	4,250	900
Amortisation of intangible assets	77,237	49,852	10,560
Amortisation of issuance costs and premium for term funding.....	1,166	583	123
Depreciation of property and equipment	49,883	47,242	10,007
Depreciation of right-of-use assets	73,770	68,344	14,477
Finance cost for lease liabilities.....	6,181	5,736	1,215
Finance cost for provision for reinstatement for leased premises	77	55	12
Loss on disposal of foreclosed properties.....	—	650	138
Net gain on disposal of property and equipment	(8,957)	(105)	(22)
Distribution income from financial investments at fair value through other comprehensive income.....	(8,546)	(6,780)	(1,436)
Allowances for impairment on financial investments.....	1,344	20,860	4,419
(Writeback of)/allowance for impairment on other financial assets....	(993)	18,564	3,932
Allowances for impairment on non-financial assets	—	110,717	23,452
Provision for restructuring expenses	—	80,000	16,946
Loans and advances – allowances, net of writeback.....	438,620	671,060	142,144
Net adjustment on COVID-19 relief measures	(35,936)	(2,653)	(562)
Net loss/(gain) on revaluation of derivatives.....	68,941	(31,079)	(6,583)
Net loss/(gain) on revaluation of financial assets at fair value through profit or loss	1,402	(268,979)	(56,975)

	Year ended 31 March		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Net gain on sale of financial assets at fair value through profit or loss	(42,316)	(52,581)	(11,138)
Net gain on sale of financial assets at fair value through other comprehensive income	(286)	(17,783)	(3,767)
Net gain on redemption of financial assets at amortised cost	—	(68,270)	(14,461)
Gain on termination of lease arrangement	(116)	(358)	(76)
Property and equipment written off	18	7	1
Reversal of provision for reinstatement of leased premises	—	(11)	(2)
Share of results of an associate	(2,798)	650	138
Scheme shares and options granted under AMMB ESS – charge	14,939	24,522	5,194
Unrealised foreign exchange loss on term funding	21,125	34,925	7,398
Writeback of provision for commitments and contingencies	(85,280)	(39,612)	(8,391)
Operating profit before working capital changes	1,842,295	1,540,566	326,323
Decrease/(increase) in operating assets:			
Deposits and placements with banks and other financial institutions	40,000	37,190	7,878
Investment account placement	172,142	172,158	36,466
Financial assets at fair value through profit or loss	(7,368,549)	3,877,911	821,417
Loans and advances	(4,020,835)	(4,420,439)	(936,335)
Statutory deposit with Bank Negara Malaysia	(1,352,337)	(125,687)	(26,623)
Other assets	(83,902)	(666,900)	(141,263)
(Decrease)/increase in operating liabilities:			
Deposits from customers	(478,351)	8,958,865	1,897,663
Deposits and placements of banks and other financial institutions	1,248,749	(1,084,841)	(229,791)
Securities sold under repurchase agreements	14,883,957	(10,138,339)	(2,147,498)
Recourse obligation on loans sold to Cagamas Berhad	(274,987)	(1,335,019)	(282,783)
Term funding	269,876	242,056	51,272
Other liabilities	815,340	972,690	206,034
Cash generated from/(used in) from operating activities	5,693,398	(1,969,789)	(417,240)
Net taxation paid	(414,593)	(265,901)	(56,323)
Net cash generated from/(used in) operating activities	5,278,805	(2,235,690)	(473,563)
CASH FLOWS FROM INVESTING ACTIVITIES			
Payment to non-controlling interest from dissolution of a subsidiary	—	(39)	(8)
Distribution income received from financial investments at fair value through other comprehensive income	8,546	6,780	1,436
Net (purchase)/redemption of financial investments at fair value through other comprehensive income	(5,914,485)	741,119	156,983
Net (purchase)/redemption of financial investments at amortised cost	(3,284,695)	1,879,069	398,024
Proceeds from disposal of property and equipment	20,378	115	24

	Year ended 31 March		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Purchase of intangible assets	(61,573)	(83,841)	(17,759)
Purchase of property and equipment.....	(56,029)	(27,780)	(5,884)
Net cash (used in)/generated from investing activities.....	(9,287,858)	2,515,423	532,816
CASH FLOWS FROM FINANCING ACTIVITIES			
Dividends paid	—	(219,433)	(46,480)
Payment of lease liabilities	(77,068)	(71,742)	(15,196)
Net cash used in financing activities.....	(77,068)	(291,175)	(61,676)
Net decrease in cash and cash equivalents	(4,086,121)	(11,442)	(2,423)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE FINANCIAL YEAR	11,139,096	7,053,121	1,493,989
Effect of exchange rate changes	146	581	123
CASH AND CASH EQUIVALENTS AT END OF THE FINANCIAL YEAR	7,053,121	7,042,260	1,491,689
Cash and cash equivalents comprise:			
Cash and short-term funds.....	6,874,702	6,140,967	1,300,777
Deposits and placements with banks and other financial institutions.....	1,084,465	1,784,033	377,893
	7,959,167	7,925,000	1,678,670
Less: Deposits and placements with original maturity of more than 3 months.....	(907,860)	(884,033)	(187,255)
	7,051,307	7,040,967	1,491,415
Add: Allowances for expected credit loss for cash and cash equivalents at end of the financial year	1,814	1,293	274
	7,053,121	7,042,260	1,491,689
Six-month period ended 30 September			
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Profit before taxation	720,383	835,854	202,717
Adjustments for non-operating and non-cash items.....	145,678	861,971	209,049
Operating profit before working capital changes	866,061	1,697,825	411,766
Changes in working capital:			
Net change in operating assets.....	626,483	1,783,714	432,593
Net change in operating liabilities	(2,619,872)	(314,763)	(76,338)
Tax paid	(139,675)	(53,963)	(13,087)
Net cash (used in)/generated from operating activities	(1,267,003)	3,112,813	754,934

	Six-month period ended 30 September		
	2023	2024	2024
	(RM '000)	(RM '000)	(U.S.\$ '000)
Net cash generated from/(used in) investing activities.....	2,484,089	(2,652,179)	(643,218)
Net cash generated from/(used in) financing activities	299,391	(483,467)	(117,253)
Net increase/(decrease) in cash and cash equivalents	1,516,477	(22,833)	(5,537)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE FINANCIAL PERIOD	7,053,121	7,042,260	1,707,918
Effect of exchange rate changes	441	(86)	(21)
CASH AND CASH EQUIVALENTS AT END OF FINANCIAL PERIOD	8,570,039	7,019,341	1,702,360
Cash and cash equivalents comprise:			
Cash and short-term funds.....	8,374,382	5,928,612	1,437,832
Deposits and placements with banks and other financial institutions.....	1,976,097	1,174,099	284,747
	10,350,479	7,102,711	1,722,579
Less: Deposits and placements with original maturity of more than 3 months	(1,782,327)	(85,767)	(20,800)
	8,568,152	7,016,944	1,701,779
Add: Allowances for expected credit loss for cash and cash equivalents at end of the financial period	1,887	2,397	581
	8,570,039	7,019,341	1,702,360

Financial ratios of the Issuer

	As at or for the Year Ended 31 March		As at 30 September
	2023	2024	2024
	(%)	(%)	(%)
Net Interest Margin	1.95	1.74	1.88
Return on Assets.....	0.86	0.93	0.94
Return on Equity	10.4	10.8	10.2
Cost to Income	47.3	44.0	43.8
Gross Impaired Loans/Gross Loans.....	1.64	1.77	1.79
Loan Loss Coverage (excluding collateral)	123.6	110.3	101.2
Loans and Advances/ Deposits from customers	98.1	92.9	96.4
Common Equity Tier 1 ratio (after proposed dividends)	11.8*^	12.7*^	14.6^
Total Tier 1 Capital Ratio (after proposed dividends).....	11.8*^	12.7*^	14.6^
Total Capital Ratio (after proposed dividends)	16.5*^	17.3*^	18.9^

*Excludes transitional arrangements on provisions for Expected Credit Loss ("ECL") that were in effect between the financial years ended 31 March 2021 to 31 March 2024, and expired on 1 April 2024.

^As at 30 September 2024, the capital adequacy ratios of the Group and the Issuer are computed based on a Foundation Internal Ratings Based Approach, Supervisory Slotting for major non-retail and an Advanced Internal Ratings Based Approach for major retail portfolios for Credit Risk, Standardised Approach

for Market Risk and Basic Indicator Approach for Operational Risk, based on BNM's Guidelines on Capital Adequacy Framework (Basel II – Risk Weighted Assets). The comparative capital adequacy ratios presented were computed based on Standardised Approach for Credit Risk.

The Financial Ratios used are defined as:

- (a) **“Net Interest Margin”** means net interest income, as a percentage of the average interest-bearing assets (comprising short-term funds, securities purchased under resale agreements, deposits and placements with banks and other financial institutions, investment account placement, financial assets at fair value through profit or loss, financial investments at fair value through other comprehensive income and financial investments at amortised cost, loans and advances).
- (b) **“Return on Assets”** means profit after taxation as a percentage of the average of total assets.
- (c) **“Return on Equity”** means profit after taxation as a percentage of the average shareholder's funds.
- (d) **“Cost to Income”** means other operating expense as a percentage of total Net Income (including net interest income and other operating income).
- (e) **“Gross Impaired Loans/Gross Loans”** means gross impaired loans and advances as a percentage of gross loans and advances.
- (f) **“Loan Loss Coverage”** means total loan loss allowances including provision for commitment and contingencies for loan commitments and financial guarantee and regulatory reserve as a percentage of gross impaired loans and advances.
- (g) **“Loans and Advances/Deposits from customers”** means gross loans and advances as a percentage of deposits from customers.
- (h) **“Common Equity Tier 1 ratio (after proposed dividends)”** means the ratio of common equity Tier 1 capital (net of proposed dividend) to total risk-weighted assets. For more information, see *“Capital Adequacy and Funding”*.
- (i) **“Tier 1 Capital ratio (after proposed dividends)”** means the ratio of Tier 1 capital (net of proposed dividend) to total risk-weighted assets. For more information, see *“Capital Adequacy and Funding”*.
- (j) **“Total Capital ratio (after proposed dividends)”** means the ratio of total capital (net of proposed dividend) to total risk-weighted assets. For more information, see *“Capital Adequacy and Funding”*.

Financial ratios of the Group

	As at or for the Year Ended 31 March		As at 30 September
	2023 (%)	2024 (%)	2024 (%)
Net Interest Margin	1.96	1.74	1.87
Return on Assets.....	0.86	0.93	0.94
Return on Equity	10.3	10.8	10.1
Cost to Income	47.2	44.0	43.7
Gross Impaired Loans/Gross Loans.....	1.64	1.78	1.79
Loan Loss Coverage (excluding collateral)	123.5	110.2	101.0
Loans and Advances/ Deposits from customers	98.1	92.9	96.4

	As at or for the Year Ended 31 March		As at 30 September
	2023	2024	2024
	(%)	(%)	(%)
Common Equity Tier 1 ratio (after proposed dividends)	11.9*^	12.8*^	14.7^
Total Tier 1 Capital Ratio (after proposed dividends).....	11.9*^	12.8*^	14.7^
Total Capital Ratio (after proposed dividends)	16.6*^	17.5*^	19.1^

*Excludes transitional arrangements on provisions for ECL that were in effect between the financial years ended 31 March 2021 to 31 March 2024, and expired on 1 April 2024.

^ As at 30 September 2024, the capital adequacy ratios of the Group and the Issuer are computed based on a Foundation Internal Ratings Based Approach, Supervisory Slotting for major non-retail and an Advanced Internal Ratings Based Approach for major retail portfolios for Credit Risk, Standardised Approach for Market Risk and Basic Indicator Approach for Operational Risk, based on BNM's Guidelines on Capital Adequacy Framework (Basel II – Risk Weighted Assets). The comparative capital adequacy ratios presented were computed based on the Standardised Approach for Credit Risk.

The Financial Ratios used are defined as:

- (a) **“Net Interest Margin”** means net interest income as a percentage of the average interest-bearing assets (comprising short-term funds, securities purchased under resale agreements, deposits and placements with banks and other financial institutions, investment account placement, financial assets at fair value through profit or loss, financial investment at fair value through other comprehensive income, financial investments at amortised cost, loans and advances).
- (b) **“Return on Assets”** means profit after taxation as a percentage of the average total assets.
- (c) **“Return on Equity”** means profit after taxation as a percentage of the average shareholder's funds.
- (d) **“Cost to Income”** means other operating expenses as a percentage of total Net Income (including net interest income and other operating income).
- (e) **“Gross Impaired Loans/Gross Loans”** means gross impaired loans and advances as a percentage of gross loans and advances.
- (f) **“Loan Loss Coverage”** means total loan loss allowances including provision for commitment and contingencies for loan commitments and financial guarantee and regulatory reserve as a percentage of gross impaired loans and advances.
- (g) **“Loans and Advances/Deposits from customers”** means gross loans and advances as a percentage of deposits from customers.
- (h) **“Common Equity Tier 1 ratio (after proposed dividends)”** means the ratio of common equity Tier 1 capital (net of proposed dividend) to total risk-weighted assets. For more information, see *“Capital Adequacy and Funding”*.
- (i) **“Tier 1 Capital ratio (after proposed dividends)”** means the ratio of Tier 1 capital (net of proposed dividend) to total risk-weighted assets. For more information, see *“Capital Adequacy and Funding”*.
- (j) **“Total Capital ratio (after proposed dividends)”** means the ratio of total capital (net of proposed dividend) to total risk-weighted assets. For more information, see *“Capital Adequacy and Funding”*.

CAPITALISATION AND INDEBTEDNESS

The following tables set forth the capitalisation and indebtedness of the Issuer and the Group as at 30 September 2024. This table is derived from, and should be read in conjunction with, the condensed interim financial statements of the Issuer and the Group as at 30 September 2024.

The Issuer	As at 30 September 2024 ⁽¹⁾	
	(RM '000)	(U.S.\$ '000)
Liabilities		
Deposits from customers	91,830,829	22,271,198
Deposits and placements of banks and other financial institutions	7,899,051	1,915,711
Securities sold under resale agreements.....	7,317,610	1,774,697
Financial liabilities at FVTPL	81,433	19,749
Recourse obligation on loans sold to Cagamas Berhad.....	4,765,027	1,155,634
Derivative financial liabilities.....	2,298,079	557,340
Term funding.....	3,821,543	926,817
Debt capital	3,095,000	750,612
Other liabilities.....	3,229,982	783,348
Total Liabilities.....	124,338,554	30,155,106
Equity		
Share capital	3,040,465	737,386
Reserves	9,557,000	2,317,804
Total Equity	12,597,465	3,055,190
Total Liabilities and Equity	136,936,019	33,210,296
Commitments and contingencies	118,755,142	28,800,995

Note:

- (1) In November 2024, the Issuer established a commercial paper programme of RM4.0 billion (U.S.\$1.0 billion, translated based on the exchange rate of U.S.\$1.00 = RM4.1233 as at 30 September 2024). In December 2024, the Issuer issued commercial papers of RM530.0 million (U.S.\$128.5 million).

Other than deposit-taking activities and funding activities that are part of the ordinary course of business of the Issuer, there has been no material change in the capitalisation, indebtedness or contingent liabilities of the Issuer since 30 September 2024.

The Group	As at 30 September 2024 ⁽¹⁾	
	(RM '000)	(U.S.\$ '000)
Liabilities		
Deposits from customers	91,827,725	22,270,445
Deposits and placements of banks and other financial institutions	7,864,545	1,907,342
Securities sold under resale agreements.....	7,317,610	1,774,697
Financial liabilities at FVTPL	81,433	19,749
Recourse obligation on loans sold to Cagamas Berhad.....	4,765,027	1,155,634

The Group	As at 30 September 2024 ⁽¹⁾	
	(RM '000)	(U.S.\$ '000)
Derivative financial liabilities.....	2,298,079	557,340
Term funding.....	3,821,543	926,817
Debt capital	3,095,000	750,612
Other liabilities.....	3,248,265	787,782
Total Liabilities.....	124,319,227	30,150,418
Equity		
Share capital.....	3,040,465	737,386
Reserves	9,609,130	2,330,446
Equity attributable to equity holder of the Issuer.....	12,649,595	3,067,832
Non-controlling interests	126	31
Total Equity	12,649,721	3,067,863
Total Liabilities and Equity	136,968,948	33,218,281
Commitments and contingencies	118,690,142	28,785,231

Note:

- (1) In November 2024, the Issuer established a commercial paper programme of RM4.0 billion (U.S.\$1.0 billion, translated based on the exchange rate of U.S.\$1.00 = RM4.1233 as at 30 September 2024). In December 2024, the Issuer issued commercial papers of RM530.0 million (U.S.\$128.5 million).

Other than deposit-taking activities and funding activities that are part of the ordinary course of business of the Issuer, there has been no material change in the capitalisation, indebtedness or contingent liabilities of the Issuer since 30 September 2024.

INVESTMENT CONSIDERATIONS

The Issuer believes that the following considerations may affect its ability to fulfil its obligations under the Notes issued under the Programme. All of these considerations are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, considerations which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the considerations described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision. Prior to making any decision to invest in the Notes, prospective investors are also advised to seek professional advice and undertake their own investigations on the Issuer, and any other parties or matters connected with the Notes as they may consider necessary.

Considerations relating to the Group

Interest rate risks arising in connection with the Group's loan portfolio, holdings of securities and its interbank deposits and placements could adversely impact the Group

The Group's exposure to interest rate risks arises mainly from its loan portfolio, holdings of securities, its funding profile and its interbank deposit/placement position. When interest rates rise, the Group's net interest margin generally improves, since a significant portion of the Group's loan portfolio consists of floating-rate loans, while its liabilities include fixed-rate short term customer deposits. However, in a rising interest rate environment, the market value of the fixed income securities portfolio and economic value of the Issuer's capital could deteriorate. Conversely, when interest rates decline, the opposite generally occurs. As at 31 March 2024, the Group had RM8.1 billion of fixed-rate auto finance loans, which represented 9.3 per cent. of its total gross loans and advances. To mitigate the risk of mismatch of interest rates on fixed-rate auto finance loans, the Group also provides, among other measures, floating-rate auto finance loans. As at 31 March 2024, the Group had RM0.2 billion of floating rate auto finance loans, which represented 0.3 per cent. of its total gross loans and advances. As a hedge against these interest rate risks, the Group may enter into interest rate swaps. However, the actual effect on earnings due to a change in interest rates depends on the direction, degree and timing of such change in interest rates, the behaviour and contractual repricing dates of the Group's funding operations, assets and liabilities and its ability to respond to changes in interest rates. Although the Group believes that it has adopted sound interest rate risk management strategies, there is no assurance that such strategies will remain effective or adequate in the future.

A decline in the Group's asset quality could adversely affect its business, financial condition, results of operations or prospects if its loan provisions are insufficient to cover its liabilities

Credit risks arising from adverse changes in the credit quality and recoverability of loans, advances and amounts due from counterparties are inherent in a wide range of the Group's businesses. Credit risks could arise from a deterioration in the credit quality of the Group's specific counterparties, from a general deterioration in local or global economic and market conditions or from systemic risks within the financial system, all of which could affect the recoverability and value of the Group's assets and require an increase in the Group's provisions for the impairment of its assets and other credit exposures. As at 31 March 2024, the Group's gross impaired loans and advances ratio was 1.78 per cent., a decline from 1.64 per cent. as at 31 March 2023, and is slightly above the industry average of 1.69 per cent. for domestic and foreign banks operating in Malaysia as at March 2024.

The Group has a loan loss coverage ratio (ratio of provisions, including regulatory reserve to total impaired loans) of 110.2 per cent. as of 31 March 2024 and 101.0 per cent. as of 30 September 2024. Please refer to “*Asset Quality*” for more information on the Group’s loan loss coverage ratios. As of 30 September 2024, the Group also has general overlay reserves of RM382.2 million (U.S.\$92.7 million). Much of the Group’s collateral is in the form of property which makes up of 81.1 per cent. of the total collateral value. The Group’s business, financial condition, results of operations or prospects could be adversely affected if the Group’s provisions are insufficient, the value of the Group’s collateral declines, a material amount of the Group’s loans becomes uncollectible, or there is a downturn in the Malaysian economy. Any significant decline in the Group’s asset quality could adversely affect its business, financial condition, results of operations or prospects.

The Group has adopted credit risk management policies to manage its asset quality. The Group recognises the need for credit policies to be responsive to the changing environment and diverse market conditions and that lending rules, policies and guidelines must be consistently applied throughout the Group. Although the Group believes that it has adopted a sound asset quality management system and intends to maintain it, there is no assurance that such system will remain effective or adequate in the future. A significant deterioration in the Group’s asset quality, any material non-compliance with its credit risk management policies or deficiencies in its asset quality management system may adversely affect the business, financial condition and results of operations of the Group.

The Group may experience liquidity problems

The funding requirements of Malaysian banks are primarily met through short-term funding with up to one-year tenure, namely term deposits from customers and from other financial institutions. More recently, the Group has sought to diversify its funding portfolio to more stable sources with effective maturity beyond one year. However, no assurance can be given that this will continue in the future. If a substantial number of depositors, or a small number of large depositors, fail to roll over deposited funds upon maturity, the Group’s liquidity position could be adversely affected and the Group may be required to seek alternative sources of short-term or long-term funding, which may be more expensive than deposits, to finance its operations. Furthermore, there can be no guarantee that the Group will be able to obtain such funds. See “*Funding, Liquidity and Capital Adequacy*”.

Although the Group’s policy is to adopt prudent liquidity risk management, which includes maintaining diversified and stable sources of funding, capital and credit markets may be volatile and the availability of funds may be limited during times of volatility. Volatility in domestic and international capital markets may result in the Group incurring increased financing costs associated with its debt and with the issuance of debt securities. Moreover, it is possible that the Group’s ability to access the capital and credit markets may be limited by these or other factors at a time when the Group would like, or need, to do so, and as a result could have an impact on the Group’s ability to grow its business, refinance maturing debt, maintain credit ratings and/or react to changing economic and business conditions. The Group may require additional financing to support the future growth of its business and/or to refinance existing debt obligations. There can be no assurance that additional financing, either on a short-term or a long-term basis, will be made available or, if available, that such financing will be obtained on terms favourable to the Group. The Group’s Liquidity Coverage Ratio (“**LCR**”) and Net Stable Funding Ratio (“**NSFR**”) as at 30 September 2024, computed in accordance with BNM’s LCR policy document and NSFR policy document are 133.0 per cent. and 111.2 per cent. respectively, as compared with an industry average for LCR of 148.9 per cent. (*Source: BNM’s statistics as at September 2024*).

The Group's risk management system may be inadequate or ineffective in managing risks

Generally, the risks faced by the Group can be broadly divided into:

- operational risk, which is the risk of loss resulting from internal process failures, people, systems or external events, including legal, technology, and Shariah non-compliance risks. These losses can stem from fraud, errors, regulatory fines, penalties, legal suits, and system malfunctions;
- credit risk, which is the risk of loss due to the inability or unwillingness of a counterparty to meet its payment obligations, arising from lending, securities and derivative exposures;
- market risk, which is the risk of loss associated with changes in the value of portfolios and financial instruments caused by movements in market variables, such as interest or coupon rates, foreign exchange rates and equity prices;
- liquidity and funding risk, which is the risk that the Group is not able to fund its day-to-day operations at a reasonable cost; and
- cyber and data security risk, which is the risk arising from cybersecurity, data security, and identity and access management risks; and
- legal and regulatory risk, which is the risk arising from breaches of applicable laws and regulatory requirements, breaches of obligations of fidelity, unenforceability of counterparty obligations, and flawed or inappropriate documentation of contractual obligations.

Each of the business risks above has an implication on the Group's financial condition and every transaction that the Group undertakes is subject to, *inter alia*, the abovementioned risks. The Group's financial position may be adversely affected as a result of any of the risks operating on its own. For example, the Group's investment position in certain assets may require a significant mark-down as a result of a slump in the market price of those assets, or the Group may find that it will not be able to enforce a counterparty obligation due to flawed documentation. Also, the Group's operations are highly dependent on the continued employment of IT systems. Any breakdown or system failure could have a major impact on the Group's business.

Far more critical to the Group's financial condition is a risk that has a 'chain reaction' or systemic effect whereby the occurrence of one risk leads to the occurrence of one or more other risks. For example, a market downturn may result in the Group's customers incurring losses thus weakening their financial condition and triggering an increase in credit risk. Such increased credit risk may require the Group to set aside additional loss provisions which could potentially affect the Group's credit rating adversely thereby increasing liquidity risk. In an extreme case, the additional loss provisions (if large) may lead to the Group breaching regulatory capital requirements.

To counter the business risk it faces, the Group has put in place a risk management framework to manage uncertainties such that exceptions from the Group's intended objectives are kept within acceptable levels. The risk management framework thus serves to identify, capture and analyse the risks assumed by the Group at an early stage, continuously measuring and monitoring the risks and to set limits, policies and procedures to control them to ensure sustainable risk-taking and sufficient returns.

However, the risk management framework as a whole may not always be fully effective as there may be risks that have not been anticipated or identified and certain risks may be significantly greater than those indicated by historical data. Further, the data relied upon to formulate the risk management framework may not be accurate, complete, up-to-date or properly evaluated. The process to manage operational, legal and regulatory risks would require proper recording and verification of a large number of transactions and events. Such process may not be fully effective in all cases. Accordingly, any failure in the effectiveness of the Group's risk management procedures could have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

The Group also has in place an anti-money laundering and corrupt practices management framework and controls implemented to detect, identify, and manage risks relating money laundering, corrupt dealings and other illegal or improper activities on a timely basis which is validated and updated on continuous basis. However, the aforesaid framework and controls cannot eliminate those risks completely nor assure that instances of regulatory breaches by the Group or where the Group's banking network may be used by parties that engage in money laundering, corrupt dealings and other illegal or improper activities can be completely eliminated. If any, a failure in the aforesaid framework and controls may in advertently lead to regulatory sanctions and expose the Group to potential liabilities which could have a material adverse effect on the Group's business, financial condition, results of operations, prospects as well as its reputation.

Problems arising in connection with consolidation or restructuring of the Group's businesses may have a material adverse effect on the Group

Historically, the Malaysian government had called for a consolidation of the banking sector in order to further develop and strengthen the domestic banking system, so that domestic banks could be better positioned to respond to the new and changing requirements of the economy and to be more efficient and competitive. The Issuer was one of the 10 anchor banks which participated in the consolidation via its acquisition of MBf Finance Berhad ("MBf Finance") in 2001. Further consolidation with other financial institutions is possible and may again, due to taking on impaired loans or otherwise, result in the Group's business, financial condition, results of operations or prospects being adversely affected. In particular, if the Group makes a decision relating to any merger or acquisition in uncertain or highly competitive economic or market conditions or for a substantial consideration, such merger or acquisition may result in an increase to its risk exposure or a depletion of the resources of the Group, which could have an adverse effect on the business, financial condition and results of operations of the Group. The Group may also undergo corporate exercises, including its internal reorganisation or restructuring from time to time. Any such activities or merger of entities involves the integration of various systems, processes and cultures which may require significant resources to be expended. There can be no assurance that such integration processes would be undertaken effectively or in a timely manner. Any failure or delay by the Group in implementing any consolidation activities that it pursues, or any successful consolidation efforts by its competitors, may have a material adverse effect on the Group's business, financial condition, results of operations or prospects.

Major shareholders may influence policies of the Issuer

As of 30 September 2024, the Employees Provident Fund Board held directly a 12.96 per cent. interest in the AMMB Group, which wholly owns the Issuer. In addition, Tan Sri Azman Hashim held indirectly an 11.81 per cent. interest in the AMMB Group via his controlling interest in Amcorp, a substantial shareholder in the AMMB Group. Based on these shareholding interests in Amcorp, the AMMB Group and the Issuer, each of these major shareholders may, to a certain extent, be able to exercise influence over matters which require shareholders' approval. There can be no assurance that the corporate objectives and strategies of the Issuer would not be substantially influenced by the policies of the shareholders.

The Group may be required to raise additional capital if its capital adequacy ratio deteriorates in the future or in order to comply with any new regulatory capital framework

On 14 June 2024, BNM issued an updated regulatory capital adequacy framework entitled "Capital Adequacy Framework (Capital Components)", removing the requirements on the transitional arrangements for regulatory capital treatment of accounting provisions. All financial institutions shall maintain the following minimum capital ratios:

- a Common Equity Tier 1 ("CET1") capital ratio of 4.5 per cent.;
- a Tier 1 capital ratio of 6.0 per cent.; and

- a total capital ratio of 8.0 per cent.,

which would result in the Issuer being obliged to maintain the minimum quantity and quality of capital.

In addition, banks are required to maintain additional capital buffers above the minimum CET1, Tier 1 and total capital ratios set out above. The capital buffers shall comprise the sum of the following:

- a capital conservation buffer (“**CCB**”) of 2.5 per cent.;
- a countercyclical capital buffer (“**CcyB**”), determined as the weighted average of the prevailing CcyB rates applied in the jurisdictions in which financial institutions (including the Issuer) have credit exposures; and
- a higher loss absorbency (“**HLA**”) requirement for a financial institution that is designated as a domestic systemically important bank (“**D-SIB**”).

The capital conservation buffer is intended to encourage the build-up of capital buffers by individual banking institutions during normal times that can be drawn down during stress periods.

The countercyclical buffer is intended to protect the banking sector as a whole from the build-up of systemic risk during an economic upswing when aggregate credit growth tends to be excessive.

On 5 February 2020, BNM issued a D-SIB framework titled “Domestic Systemically Important Bank Framework”. The HLA requirements set out by BNM in the aforesaid D-SIB framework require a D-SIB to operate with higher levels of capital buffer, commensurate with their size, interconnectedness with other parts of the financial system and substitutability. The Issuer is not identified as a D-SIB. However, the list of D-SIBs will be updated annually and published together with the release of the BNM’s Financial Stability Review in the second half of each year. If the Issuer is identified as a D-SIB in the future, the Issuer has to maintain higher levels of capital buffer and meet the HLA requirements as provided in the D-SIB framework.

As at 30 September 2024, the Group’s CET1 ratio and Tier 1 capital adequacy ratio after proposed dividends were 14.7 per cent. and its total capital ratio after proposed dividends was 19.1 per cent.

The capital adequacy ratios of the Group and the Issuer as at 30 September 2024 are computed based on a Foundation Internal Ratings Based Approach (“**FIRB**”), Supervisory Slotting for major non-retail and an Advanced Internal Ratings Based Approach (“**AIRB**”) for major retail portfolios for Credit Risk, Standardised Approach for Market Risk and Basic Indicator Approach for Operational Risk, based on BNM’s Guidelines on Capital Adequacy Framework (Basel II – Risk Weighted Assets).

The Group’s capital base and capital adequacy ratios and, when applicable, required capital buffers, may deteriorate in the future if its results of operations or financial condition deteriorate for any reason, including as a result of any deterioration in the asset quality of its loans, or if the Group is not able to deploy its funding into suitably low-risk assets. If the Group’s capital adequacy ratio deteriorates, it may be required to obtain additional CET1, Tier I or Tier II capital in order to remain in compliance with the applicable capital adequacy guidelines. However, the Group may not be able to obtain additional capital on favourable terms depending on the market conditions and circumstances prevailing at the time of the intended capital raising, or at all.

There is no assurance that the Group will not face increased pressure on its capital in the future to comply with Basel III standards which may have an adverse effect on the Group’s business, financial condition, results of operations and prospects. To the extent a bank fails to maintain such a ratio, BNM may impose penalties on such a bank ranging from a fine to revocation of its banking licence.

Furthermore, there can be no assurance that the Basel Committee on Banking Supervision (“**BCBS**”) will not amend the package of reforms described above or that BNM will not amend the Capital Adequacy Framework

in a manner which imposes additional capital requirements on, or otherwise affects the capital adequacy requirements relating to, Malaysian banks. The approach and local implementation of Basel III will depend on BNM's response which may potentially impact the Group in various ways depending on the composition of its qualifying capital, risk weighted assets, assets and liabilities. Although the Group has always maintained a strong capital position that consistently ensures an optimal capital and balance sheet structure to meet the requirements of various stakeholders, there can be no assurance that the Issuer will not face increased pressure on its capital in the future to comply with Basel III standards and the Capital Adequacy Framework which may have an adverse effect on the Group's business, financial condition, results of operation and prospects.

Risk of significant fraud, system failures, calamities or security breaches

Operational risks and losses can result from fraud, error by employees, failure to document transactions properly, data breaches, cyber attacks, failure to obtain proper internal authorisation, failure to comply with regulatory requirements and conduct of business rules, the failure of internal systems, equipment and external systems (such as those of the Group's counterparties or vendors) and the occurrence of natural disasters. Although the Group has implemented risk controls and loss mitigation strategies and substantial resources are devoted to developing efficient procedures, there can be no assurance that such operational risks and losses can be fully mitigated or avoided.

In addition, the Group seeks to establish a robust governance framework for digitalisation, focusing particularly on defending against cyber threats caused by the rise in digitalisation and online activities. Cyber-attacks, computer break-ins and power disruptions could affect the security of information stored in, and transmitted through, these computer systems and network infrastructure. The Group employs security systems, including firewalls and password encryption, designed to minimise the risk of security breaches. There can be no assurance that the risks of such security can be fully mitigated or avoided.

Significant fraud, system failure, calamity or failure in security measures could have an adverse effect on the Group's business, financial condition, results of operations, prospects and reputation. See "*Description of the Group — Technology*" for a description of the Group's information technology ("IT") systems.

Employee misconduct could adversely tarnish the Group's image and affect its business, financial condition, results of operations or prospects

The Group is susceptible to the risks associated with acts of misconduct by its employees including directors. Acts of misconduct by employees may take various forms and could include misappropriation of the Group's assets or the assets of its clients, concealment and/or wilful misstatement of its liabilities, unauthorised transactions and/or commitment of its resources, and breach of client confidentiality.

Acts of misconduct by employees would not only result in financial loss to the Group but may also tarnish its image, which would bring about a loss of its stature in the market. Furthermore, acts of misconduct may also cover breaches of laws, regulations and guidelines, which, in extreme cases, could result in suspension and/or revocation of the Group's banking licences under the Financial Services Act 2013 of Malaysia ("FSA") and could affect the Group's business, financial conduct and results of operations.

Whilst the risks of misconduct by employees, including directors, cannot be entirely eliminated, the Group has in place internal control systems to check such misconduct and to take appropriate actions.

If the Group is unable to adapt to rapid technological changes on a timely basis, or is not successful in integrating new technologies into its existing technology framework, its business could suffer

The Group's future success and ability to compete with other banks will depend, in part, on its ability to respond to technological advances and emerging banking industry standards and practices on a cost-effective and timely basis. Any failure to keep pace with technological advances or to maintain an appropriate level of investment in IT may adversely affect the Group's competitiveness, business, financial condition, results of operations,

prospects and reputation. While the Group has dedicated significant resources to implementing the latest technological advances to improve the accessibility of its services, for instance through internet and mobile phone banking, and has already implemented certain digital banking services such as its mobile application terminal, there can be no assurance that the Group will successfully implement new technologies effectively or adapt its transaction-processing systems to customer requirements or industry standards, which may, in turn, have a material adverse effect on its business and financial condition. The implementation of new technology may expose the Group to technical or operational risks or difficulties associated with transitioning or integrating its existing systems and infrastructure with the introduction of new technologies, systems or other equipment, which could adversely affect its business, financial condition, results of operations, prospects and reputation.

The Group depends on the recruitment and retention of qualified personnel and any failure to attract and retain such personnel could affect the Group's businesses

The Group's success depends in part on the ability and experience of its senior management and other key employees and its ability to continue to attract, train, motivate and retain highly qualified professionals, which are key elements of the Group's strategy and which it believes to be a significant source of its competitive advantage. The successful implementation of the Group's strategy depends on the availability of skilled management and on its ability to attract, train and retain professionals.

Competition for personnel is intense and the Group may not be successful in attracting or retaining qualified personnel. The loss of any senior management members or key employees, the Group's inability to attract new qualified employees or adequately trained employees, or the delay in hiring key personnel could affect the Group's business, financial condition and results of operations.

Inability to comply with the restrictions and covenants contained in the Group's debt agreements

If the Group is unable to comply with the restrictions and covenants in its current or future debt agreements, there could be a default under the terms of those agreements. In the event of a default under those agreements, the holders of the debt could terminate their commitments to lend to the Group, accelerate the debt and declare all amounts borrowed due and payable or terminate the agreements, as the case may be. Such actions may result in an Event of Default under the Terms and Conditions of the Notes issued under the Programme.

The Group's business is inherently subject to the risk of market fluctuations

The Group's business is inherently subject to risks in financial markets and in the wider economy, including changes in, and increased volatility of exchange rates, interest rates, inflation rates, credit spreads, commodity, equity, bond and property prices and the risk that its customers act in a manner which is inconsistent with business, pricing and hedging assumptions.

Market movements may have an impact on the Group in a number of key areas. For example, changes in interest rate levels, yield curves and spreads affect the interest rate margin realised between lending and borrowing costs. Historically, there have been periods of high and volatile interbank lending margins over official rates (to the extent banks have been willing to lend at all), which have exacerbated such risks. Competitive pressures on fixed rates or product terms in existing loans and deposits sometimes restrict the Group in its ability to change interest rates applying to customers in response to changes in official and wholesale market rates.

Any failure by the Group to implement, or consistently follow, its risk management asset writing strategies may adversely affect its financial condition and results of operations, and there can be no assurance that the Group's risk management systems will be effective. In addition, the Group's risk management systems may not be fully effective in mitigating risk exposure in all market environments or against all types of risks, including risks that are unidentified or unanticipated. Some methods of managing risk are based upon observed historical market behaviour. As a result, these methods may not predict future risk exposures, which could be significantly greater than the historical measures indicated.

Considerations relating to Malaysia

The Group's business primarily focuses on Malaysia, meaning its revenue streams and assets are mainly concentrated in the country. This concentration could pose a higher risk, as revenue and overall asset quality are heavily dependent on the performance of Malaysia's economy. In contrast, other banks may benefit from a more diversified range of economic and business conditions across the ASEAN region.

Developments in the social, political, regulatory and economic environment in Malaysia may have a material adverse impact on the Group

The Group's business, prospects, financial performance, and operations results rely on Malaysia's social, political, regulatory, and economic conditions. While Malaysia is a relatively peaceful country, major political and economic risks – such as war, terrorism, nationalism, an unstable political system, severe fluctuations in interest and currency exchange rates, nullification of contracts, and imposition of capital controls – are remote. Having said that, Malaysia did impose capital controls amid the severe threats of the 1997/1998 Asian Financial Crisis (“AFC”). Still, it is highly unlikely that the Government will deploy a similar policy in the future as the necessary conditions for it are vastly different today. While investment capital movement is freer today than during the said crisis, the ringgit remains a non-internationalised currency. The Malaysian banking system is well-capitalised and able to absorb shocks as the total capital ratio of the banking system is upward trending from circa 12 per cent. during the AFC to more than 18 per cent. since the pandemic. As such, any material adverse impact that could befall the financial performance of banks in the financial services sector, including the Group, is sufficiently contained. The Group could be exposed to changes in legal regimes and governmental regulations such as licensing and approvals, taxation, duties, and tariffs. Yet, the probability of such scenarios is very low despite regime changes since 2018.

Malaysia saw its first hung parliament in 2022, the first time in history. Still, major political parties were able to form a government, despite their profound political and philosophical differences, within two weeks. As such, the negative socio-political environment that could affect the business, financial condition, results of operations and prospects of the Group are negligible as the government is functional as usual. Risks emanating from changes in Government policies, changes to senior positions within the Government, or any political instability in Malaysia are low and unlikely to present a material adverse effect on the financial services sector, including the Group.

Changes in market conditions may hurt the Group's business, financial condition, and results of operations or prospects

As a small and open economy, Malaysia is affected by global economic and market changes. Any widespread global financial instability may adversely affect the Malaysian economy, materially and adversely affecting the Group's business, financial conditions and results of operations or prospects. The Group's business, financial condition, results of operations or prospects are not insulated from material changes in global market conditions. To the extent that any of the Group's customers have been adversely affected by the changes in market conditions and the global credit and financial markets generally, the ability of such customers to service their financing obligations to the Group may also be affected. If loans or financing provided to these customers were to become non-performing, this could adversely affect the Group's business, financial condition, results of operations or prospects. The possible emergence or escalation of geopolitical tensions and the resulting global fragmentation could significantly affect the business, financial condition, results of operations or prospects of the Group.

Geopolitical tensions, rising populism and protectionist policies threaten global trade and could increase volatility in the global financial market and commodity prices. The risk of material damage to the global and domestic banking system, and subsequently, the Group's operations, is not exclusive to the Group alone but the overall global economy.

The Malaysian Ringgit is subject to exchange rate fluctuations, which may negatively impact the Group

BNM has, in the past, intervened in the foreign exchange market, directly or indirectly, to stabilise the Malaysian Ringgit, including during the AFC, the global financial crisis in 2008 and most recently, during the post-COVID-19 global inflation crisis when the Federal Reserve Bank pushed its Federal Funds Rate to a multi-decade high of 5.25 per cent. to 5.50 per cent. range from the low of near zero, the ringgit weakened to as low as approximately RM4.79 per U.S. dollar. In tandem, the BNM's official international reserve oscillated from U.S.\$117.0 billion to U.S.\$105.2 billion, signalling BNM's intervention in the foreign exchange market to smoothen out the volatility. Only when the Fed started cutting its key interest rate did the BNM's international reserve go up to U.S.\$119.7 billion recently, and the Malaysian Ringgit strengthened to nearly RM4.11 per dollar. BNM, in collaboration with the Government of Malaysia, also took steps to stabilise the Malaysian Ringgit by encouraging repatriation and conversion of foreign investment income, hedging foreign currency assets, and promoting the use of local currency for trade. These efforts include engaging with exporters, investors (Government Linked Companies and Government Linked Investment Companies), and other stakeholders to manage exchange rate pressures and reduce dependence on the U.S. dollar.

BNM will only intervene in the foreign exchange market to smooth out volatility affecting the Malaysian Ringgit but not to set the local note within or at a specific rate or range. The Group re-values its foreign currency borrowings and investments on its balance sheet to account for changes in currency rates. It recognises the resulting gains or losses in its statement of income. To the extent that the Group is unable to minimise its foreign currency exposure through appropriate foreign currency hedging transactions, fluctuations in the Malaysian Ringgit's value against other currencies may hurt the Group's business, financial condition, results of operations and prospects. To the extent that the foreign currency exposure of the Group's customers is not hedged, this may also result in difficulty in such customers repaying their borrowings when their functional currency depreciates significantly against foreign currency, which may also result in a potential increase in impaired loans for the Group.

A re-imposition of capital controls may affect investors' ability to repatriate the proceeds from the sale of Notes and interest and principal paid on the Notes from Malaysia

As part of the package of policy responses to the 1997 economic crisis in Southeast Asia, the Government introduced selective capital control measures. The Government initiated the liberalisation of the selective capital control measures in 1999 to allow foreign investors to repatriate principal capital and profits, subject to a system of graduated exit levies based on the investment duration in Malaysia. On 1 February 2001, the Government revised the levy to apply only to profits made from portfolio investments retained in Malaysia for less than one year. On 2 May 2001, the Government lifted all such controls concerning the repatriation of foreign portfolio funds (mainly consisting of proceeds from the sale of stocks listed on Bursa Malaysia).

Although extremely unlikely, there can be no assurance that the Government will not re-impose these or other capital controls in the future. If the Government re-imposes foreign exchange controls, investors may not be able to repatriate the proceeds of the sale of the Notes and interest and principal paid on the Notes from Malaysia for a specified period or may only be able to do so after paying a levy.

Corporate accounting and disclosure standards in Malaysia may vary from those in other jurisdictions

The extent of publicly available information in respect of the Group may be of a different standard from that which is regularly made available by public companies in other jurisdictions. These differences include, but are not limited to, the timing and content of disclosure of beneficial ownership of equity securities by officers, directors and significant shareholders; officer certification of disclosure and financial statements in periodic public reports; and disclosure of off-balance sheet transactions in management's discussion of results of operations in periodic public reports. Accordingly, the extent of information about the Group which is available to an investor may not be comparable to a public company in another jurisdiction.

Considerations relating to the Malaysian Financial Services Industry

Competition

The Malaysian banking industry operates in a very competitive environment fostered by BNM's policies including, *inter alia*, foreign licensed Islamic banks and domestic Islamic banks which are now allowed to offer/perform products and perform services that are similar to those of the Group. Additionally, BNM announced in 2009 further measures to liberalise the Malaysian financial sector, including a framework for the issuance of up to five new commercial banking licences and two new Islamic banking licences to foreign financial institutions and the increase of foreign equity limits to 70 per cent. for existing domestic Islamic banks, investment banks, insurance and takaful companies. The foreign equity limit for existing domestic commercial banks is currently 30 per cent. There can be no assurance that current foreign equity limits in the Malaysian financial sector will not be increased in the future. All of the abovementioned new commercial banking licences have been issued to foreign financial institutions. Although these policies are designed, in part, to encourage the development of financial institutions in Malaysia and to strengthen domestic financial institutions in preparation for foreign competition, any increased competition could have an adverse effect on the Group's operations in the form of reduced margins, smaller market share and reduced income generally. The issuance of new commercial banking licences to foreign financial institutions and new digital banking licences has resulted in intensified competition as domestic banks increase their efficiency to ensure sustainability over the medium to long term. This has created a more challenging business environment due to aggressive pricing, price offerings and product promotions (resulting in shrinking margins) and increasing customer demand for more sophisticated products and improved service standards. See "*Overview of the Malaysian Banking Industry*". Despite the issuance of new digital banking licences by BNM, the Group opted to enhance its consumer lifestyle proposition through establishing partnerships rather than applying for a digital licence. The Group has carried out initiatives such as establishing the right external and internal partnerships to develop new capabilities as part of its embedded financial services.

In addition, the Group's future growth will be subject to competition from other service providers in the markets into which the Group exports its services or in which it operates. As such, there can be no assurance that the Group will be able to maintain or increase its present market share in the future or that increased competition will not materially and adversely affect the Group's business, financial condition, results of operations and prospects.

Regulatory environment

The Group's principal business activities are regulated by various Government authorities or agencies. The Issuer is regulated by BNM who has extensive powers to regulate the Malaysian banking industry under the FSA. BNM has broad investigative and enforcement powers. Accordingly, potential investors should be aware that BNM could, in the future, set interest rates at levels or restrict credit in a way which may be adverse to the operations, financial condition or asset quality of banks and financial institutions in Malaysia, including the Group, and may otherwise significantly restrict the activities of the Group and Malaysian banks and financial institutions generally.

The regulatory measures presently imposed on the financial services sector, and as may be introduced from time to time, by the regulatory authorities and agencies could affect the Group's business activities. For example, BNM imposes a maximum permissible credit exposure to a single customer group, maximum sectorial credit in respect of financing activity, limits on the interest rates charged by banks on certain types of loans, caps on lending to certain sectors of the Malaysian economy and has established priority lending guidelines in furtherance of certain social and economic objectives and a change in credit policies by BNM may restrict certain businesses of the Group and could require the Group to scale down its operations in a particular business area.

Contravention of BNM regulations and guidelines may expose the Group to enquiries from or investigations by BNM and other Malaysian regulatory authorities and agencies. Where enquiries or investigations conclude that the Group has contravened BNM's regulations and guidelines, the Group may be exposed to punitive actions, including fines, corrective orders, restriction of business lines and possible loss of licences required for the Group to operate its businesses which may adversely affect the Group's reputation.

Scope and costs of deposits insurance in Malaysia

BNM is not required to act as lender of last resort to meet liquidity needs in the banking system generally or for specific institutions, although it has, in the past and on a case-by-case basis, provided a safety net for individual banks with an isolated liquidity crisis. However, there can be no assurance that BNM will provide such assistance in the future. On 1 September 2005, BNM introduced a deposit insurance system (the **"Deposit Insurance System"**). Under the Deposit Insurance System, eligible deposits were originally insured up to a prescribed limit of RM60,000 (inclusive of principal and interest) per depositor, per member institution. There was also separate coverage of up to RM60,000 per depositor, per member institution for Islamic deposits (i.e., those accepted under Shariah principles), accounts held under joint ownership, trust accounts and accounts in the name of sole proprietorships and partnerships. The Deposit Insurance System is administrated by the Malaysia Deposit Insurance Corporation (Perbadanan Insurans Deposit Malaysia) (**"MDIC"**), an independent statutory body, and all licensed commercial banks (including subsidiaries of foreign banks operating in Malaysia) and Islamic banks are member institutions of the Deposit Insurance System. On 16 October 2008, the Government moved to guarantee all bank deposits in an effort to shore up confidence in the Malaysian financial system to curb potentially damaging capital outflows. BNM announced the guarantee for all local and foreign currency deposits from 16 October 2008 until 31 December 2010. From 31 December 2010, the Malaysia Deposit Insurance Corporation Act 2011 (the **"2011 Act"**) came into effect and replaced the existing legislation. The 2011 Act was enacted to implement an enhanced financial consumer protection package, whereby, amongst other changes, the deposit insurance limit was increased to RM250,000 per depositor per member bank with such amount being inclusive of principal and interest as of 31 December 2010. In addition, under the 2011 Act, foreign currency deposits will now benefit from deposit insurance protection.

A separate coverage for the same amount is provided for Islamic deposits (i.e. those accepted under Shariah principles), accounts held under joint ownership and trust accounts, sole proprietorships and partnerships.

Notwithstanding the aforesaid, the fact that deposits exceeding the prescribed limits are not insured up to their full amount could lead to or exacerbate liquidity problems, which, if severe, could have an adverse effect on the Group's business, financial condition, results of operations or prospects, or on the Malaysian financial markets generally. Notes issued under the Programme are not entitled to protection under the 2011 Act.

Considerations relating to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features and the risks associated with them.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks", (including EURIBOR) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

Regulation (EU) No. 2016/1011 (the **"EU Benchmarks Regulation"**) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a

benchmark, within the EU. Regulation (EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Benchmarks Regulation**”) applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the UK. The EU Benchmarks Regulation or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks”, trigger changes in the rules or methodologies used in certain “benchmarks” or lead to the discontinuance or unavailability of quotes of certain “benchmarks”.

As an example of such benchmark reforms, on 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a “risk free overnight rate” which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate (“**€STR**”) as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has subsequently been reformed in order to comply with the terms of the Benchmark Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes whose interest rates are linked to EURIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

The Conditions of the Notes provide for certain fallback arrangements in the event that a published benchmark, such as EURIBOR becomes unavailable. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply and any consequences could have a material adverse effect on the value of and return on any such Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks arising from the possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

The interest rate on Reset Rate Notes will reset on the Reset Date, which could affect the secondary market and the market value of the Reset Rate Notes concerned

Reset Rate Notes (as defined in the “*Terms and Conditions of the Notes*”) will initially bear interest at the Initial Interest Rate until (but excluding) the Reset Date (as defined in the “*Terms and Conditions of the Notes*”). On the Reset Date, the interest rate will be reset to a rate, being the sum of:

- the benchmark rate in effect as at the Reset Date; plus
- the Margin (as defined in the “*Terms and Conditions of the Notes*”),

as stated in the relevant Pricing Supplement (the “**Reset Interest Rate**”). The Reset Interest Rate for any Reset Period (as defined in the “*Terms and Conditions of the Notes*”), could be less than the Initial Interest Rate and could therefore adversely affect the market value of an investment in the Reset Rate Notes.

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes during any period when the Issuer may elect to redeem such Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Partly-Paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment on a Partly-Paid Note could result in an investor losing all of its investment.

Variable Rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or vice versa. The Issuer’s ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than the then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than the then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Considerations relating to the Notes generally

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;

- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for change in economic conditions, interest rates and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Modification

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions of the Notes also provide that the Agency Agreement may be amended without the consent of the Noteholders if:

- to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders; or
- such modification is either of a formal, minor or technical nature or made to cure any ambiguity or correct a manifest or proven error or to comply with mandatory provisions of the law.

Malaysian Taxation

Under the present Malaysian law, all interests payable to non-residents in respect of the Notes are exempted from withholding tax. However, there is no assurance that this present position will continue and in the event that such exemption is revoked, modified or rendered otherwise inapplicable, such interests shall be subject to withholding tax at the then prevailing withholding tax rate. However, notwithstanding the foregoing, the Issuer shall be obliged pursuant to the terms of the Notes, in the event of any such withholding, to pay such additional amounts to the investors so as to ensure that the investors receive the full amount which they would have received had no such withholding been imposed.

The Notes may be represented by Global Notes or Global Certificates and holders of a beneficial interest in a Global Note must rely on the procedures of the relevant Clearing System(s).

Notes issued under the Programme may be represented by one or more Global Notes or Global Certificates. Such Global Notes and Global Certificates will be deposited with the Common Depositary or lodged with a sub-custodian for the CMU (each of Euroclear, Clearstream and the CMU a "**Clearing System**") and together, the "**Clearing Systems**"). Except in the circumstances described in the relevant Global Note or Global

Certificate, investors will not be entitled to receive Definitive Notes. The relevant Clearing System(s) will maintain records of their direct account holders in relation to the Global Notes and Global Certificates. While the Notes are represented by one or more Global Notes or Global Certificates, investors will be able to trade their beneficial interests only through the Clearing Systems.

While the Notes are represented by one or more Global Notes or Global Certificates, the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary for Euroclear, Clearstream or to the CMU, as the case may be, for distribution to their account holders. A holder of a beneficial interest in a Global Note or Global Certificate must rely on the procedures of the relevant Clearing System(s) to receive payments under the relevant Notes.

The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes or Global Certificates. Holders of beneficial interests in the Global Notes and Global Certificates will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System(s) to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes or Global Certificates will not have a direct right under the Global Notes or Global Certificates to take enforcement action against the Issuer in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

Bearer Notes where denominations involve integral multiples: definitive bearer Notes

In relation to any issue of Notes in bearer form which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in bearer form in respect of such holding (should Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes in bearer form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Noteholders' ability to enforce claims is uncertain

Substantially all the assets of the Issuer are located in Malaysia. Generally, since England is a reciprocating country, any final and conclusive judgment for the payment of money (other than a sum of money payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty) rendered by the courts in England or other reciprocating countries ("**Reciprocating Countries**") as listed in the Reciprocal Enforcement of Judgments Act, 1958 of Malaysia ("**REJA**") in respect of the Notes which is enforceable in the Reciprocating Countries will be recognised and enforceable by the Malaysian courts without review of merits, so long as the judgement:-

- is not inconsistent with public policy in Malaysia;
- was not given or obtained by fraud or duress or in a manner contrary to natural justice;
- is not directly or indirectly for the payment of taxes or other charges of a like nature or of a fine or other penalty;
- was of a court of competent jurisdiction of England and the judgment debtor being the Issuer in the original court having received notice of those proceedings in sufficient time to enable it to defend the

proceedings (notwithstanding that process may have been duly served on him in accordance with the laws of England);

- has not been wholly satisfied;
- is final and conclusive between the parties;
- could be enforced by execution in England;
- is for a fixed sum;
- is not directly or indirectly intended to enforce the penal laws or sanctions imposed by the authorities of England;
- is not preceded by a final and conclusive judgment by a court having jurisdiction in that matter; and
- is vested in the person by whom the application for registration was made.

As a result, Noteholders with claims against the Issuer, its directors or executive officers, will generally be able to pursue such claims by registering such judgments obtained in the recognised English courts or those of other Reciprocating Countries in the High Court of Malaya.

Where the sum payable under a judgment which is to be registered is expressed in a currency other than Malaysian Ringgit, the judgment shall be registered as if it were a judgment for such sum in Malaysian Ringgit on the basis of the rate of exchange prevailing at the date of the judgment of the original court is equivalent to the sum so payable.

Considerations relating to the Subordinated Notes

The Issuer's obligations under the Subordinated Notes are subordinated obligations which do not provide for events of default allowing acceleration of payment

The Subordinated Notes will constitute direct, unconditional, unsecured, and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves. In the event of the winding-up or administration of the Issuer, the payment obligations of the Issuer under or arising from the Subordinated Notes, the Coupons relating to them shall be subordinated to the claims of all Unsubordinated Creditors (as defined in Condition 3(b)) of the Issuer, but shall rank at least *pari passu* with the claims of creditors in respect of Tier 2 Capital Securities (as defined in Condition 3(b)) and shall rank in priority to the claims of holders of creditors in respect of Subordinated Indebtedness (as defined in Condition 3(b)).

If at any time there is a Winding-Up (as defined in Condition 3(b)) of the Issuer, there shall be payable on each Subordinated Note an amount equal to the Early Redemption Amount of such Subordinated Note, together (if applicable) with accrued interest to the date of payment. Any such payment will be subordinated as described above, and the holders of any Subordinated Notes may recover less than the holders of deposit liabilities or the holders of other unsubordinated liabilities of the Issuer. As there is no precedent for a winding-up of a major financial institution in Malaysia, there is uncertainty as to the manner in which such a proceeding would occur and the results thereof.

Accordingly, although the Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a significant risk that an investor in Subordinated Notes will lose all or some of its investment should the Issuer become insolvent.

Furthermore, the Conditions do not provide for events of default allowing for acceleration of the Subordinated Notes if certain events occur. If the Issuer fails to make payment on the due date of interest or principal in respect of any of the Subordinated Notes (as such failure is not cured within the relevant grace period), or in a

Winding-Up of the Issuer, the Subordinated Noteholders may give written notice to the Fiscal Agent that such Subordinated Note is immediately repayable, whereupon the Early Redemption Amount of such Subordinated Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable. In the case of a non-payment, the holder of a Subordinated Note may also institute a Winding-Up proceeding against the Issuer. However, any such payments will also be subordinated as described above.

The Subordinated Notes may be redeemed prior to maturity at the Issuer's option or upon the occurrence of a Tax Event or a Capital Disqualification Event, subject to certain conditions.

Subject as provided in the Conditions, in particular the written approval of BNM, the Issuer may, at its option, redeem all (but not some only) of the Subordinated Notes at any time at the Early Redemption following the occurrence of a Tax Event (as defined in Condition 6(c)) or a Capital Disqualification Event (as defined in Condition 6(e)), subject, in each case, to the Issuer demonstrating to the satisfaction of BNM that the relevant Tax Event or Capital Disqualification Event (as the case may be) is material and was not reasonably foreseeable as at the Issue Date. In addition, subject as provided in the Conditions, the Issuer may in its sole discretion, redeem all or, if so provided some, of the Subordinated Notes on such early redemption date(s) as may be specified in the applicable Pricing Supplement, at their Optional Redemption Amount together with interest accrued to the date fixed for redemption.

It is not possible to predict whether or not any of the events referred to above will occur and so lead to the circumstances in which the Issuer is able to elect to redeem the Subordinated Notes, and if so whether or not the Issuer will elect to exercise such option to redeem Subordinated Notes. There can be no assurances that, in the event of any such early redemption, holders of Subordinated Notes able to reinvest the proceeds at a rate that is equal to the return on the Subordinated Notes. Potential investors should consider reinvestment risk in light of other investments available at that time.

Additionally, the early redemption features may limit the market value of the Subordinated Notes during any period in which the early redemption features are applicable to the Subordinated Notes (or are perceived to be applicable).

The terms of the Subordinated Notes may contain non-viability loss absorption provisions, and the occurrence of a Trigger Event may be inherently unpredictable and beyond the control of the Issuer

The Capital Adequacy Framework (Capital Components) issued by BNM on 2 February 2018, provides that the terms of all Additional Tier 1 and Tier 2 capital instruments of the Issuer must be loss absorbing at the point of non-viability. In this regard, the Additional Tier 1 and Tier 2 capital instruments that include a loss absorption feature are complex financial instruments and the regulations on non-viability loss absorption are untested in Malaysia and will be subject to the interpretation and application by the relevant authority in Malaysia. It is uncertain how the relevant Malaysian authority would determine the occurrence of a Trigger Event and the range of circumstances in which the relevant Malaysian authority could rely upon to determine such occurrence is wide. The Trigger Event (as defined in the "*Terms and Conditions of the Notes*") would be the earlier of:

- the Relevant Malaysian Authority (as defined in the "*Terms and Conditions of the Notes*") notifying the Issuer in writing that it is of the opinion that a write-off of the principal and/or interest and/or (if applicable) any amounts owing under each Subordinated Note is necessary, without which the Issuer and/or the AMMB Group for so long as AMMB is the holding company of the Issuer) would cease to be viable; and
- the Relevant Malaysian Authority publicly announcing that a decision has been made by BNM, PIDM or any other federal or state government in Malaysia, to provide a capital injection or equivalent support to the Issuer, without which the Issuer and/or the AMMB Group for so long as AMMB is the holding company of the Issuer would cease to be viable.

To the extent that a series of Subordinated Notes, as applicable, contains provisions relating to loss absorption, upon the occurrence of a Trigger Event relating to the Issuer and/or the AMMB Group as determined by the Relevant Malaysian Authority, the Issuer may be required, subject to the terms of the relevant series of Subordinated Notes and the discretion of the Relevant Malaysian Authority, irrevocably (without the need for the consent of the holders of such Subordinated Notes) to effect either a full or partial write-off of the outstanding principal and accrued and unpaid interest in respect of such Subordinated Notes.

To the extent relevant in the event that such Subordinated Notes are written-off, any written-off amount shall be irrevocably lost and holders of such Subordinated Notes will cease to have any claims for any principal amount and accrued but unpaid interest which has been subject to write-off. No Noteholder may exercise, claim or plead any right to any amount written-off, and each Noteholder shall be deemed to have waived all such rights to such amounts written-off. A write-off of any amount in respect of the Subordinated Notes shall not constitute an Event of Default under the Terms and Conditions of the Notes.

While BNM has set out a list of factors that it may take into account in assessing viability, it is not an exhaustive list and, ultimately, the circumstances in which the BNM may exercise its discretion are not limited. Due to the inherent uncertainty regarding the determination of whether a Trigger Event exists, it will be difficult to predict when, if at all, a write-off will occur. Accordingly, the trading behaviour in respect of Subordinated Notes which have the non-viability loss absorption feature is not necessarily expected to follow trading behaviour associated with other types of securities. Any indication that Issuer and/or the AMMB Group is trending towards a Trigger Event could have a material adverse effect on the market price of the relevant Subordinated Notes.

Potential investors should consider the risk that a holder of Subordinated Notes which have the non-viability loss absorption feature may lose all of their investment in such Subordinated Notes, including the principal amount plus any accrued but unpaid interest in the event that a Trigger Event occurs.

The occurrence of a Trigger Event may be inherently unpredictable and may depend on a number of factors which may be outside of the Issuer's and/or the AMMB Group's control. BNM may require or may cause a write-off in circumstances that are beyond the control of the Issuer and with which neither the Issuer nor the AMMB Group (as applicable) agree.

Subordinated Notes that include a loss absorption feature are complex financial instruments. A potential investor should not invest in such Subordinated Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Notes will perform under changing conditions, the resulting effects on the likelihood of a write-down and the value of such Subordinated Notes and the impact this investment will have on the potential investor's overall investment portfolio. Prior to making an investment decision, potential investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information contained in this Offering Circular or incorporated by reference herein.

The Subordinated Notes may be permanently written off upon the occurrence of a Trigger Event

Pursuant to Condition 11, if a Trigger Event (as defined in Condition 11(a)) has occurred, the Issuer shall give an irrevocable notice to the Subordinated Noteholders and the Fiscal Agent, upon which the Issuer shall, as directed by the Relevant Malaysian Authority (as defined in Condition 11(a)), write-off, irrevocably and without the need for the consent of the Fiscal Agent or the Subordinated Noteholders, in whole or in part, the principal amount and any interest and other amounts owing under the Subordinated Notes.

Any Write-Off will be permanent and binding on all parties, and Subordinated Noteholders will have no further claim against the Issuer in respect of any amount of the Subordinated Notes subject to any Write-Off. Consequently, there is a real risk that investors may lose all or part of their investment following the occurrence of a Trigger Event. To the extent that part of the principal amount, interest and (if applicable) any other amounts owing under any Subordinated Notes has been written off, interest will continue to accrue only on the then

outstanding principal amount of the Subordinated Notes as reduced by such Write-Offs. Consequently, the amount of interest payable (if any) on the Subordinated Notes will be correspondingly smaller following any Write-Off. The occurrence of a Trigger Event or any suggestion of such an occurrence could materially adversely affect the rights of Subordinated Noteholders, the market value of the Subordinated Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

The terms of the Subordinated Notes may be varied without the consent of Subordinated Noteholders

Subject to applicable regulatory approvals, if a Tax Event or a Capital Disqualification Event occurs, the Issuer may, instead of giving notice to redeem, without any requirement for the consent or approval of the Subordinated Noteholders, vary the terms of the Subordinated Notes solely in order that they remain or become Qualifying Securities.

“**Qualifying Securities**” means securities, whether debt, equity interests or otherwise, issued directly by the Issuer or guaranteed by the Issuer that:

- qualify (in whole or in part) as Tier 2 Capital Securities, or may be included (in whole or in part) in the calculation of the capital adequacy ratio, in each case of:
- the Issuer, on a consolidated and unconsolidated basis; and
- the AMMB Group, on a consolidated basis pursuant to the relevant requirements set out in the Capital Requirements;
- rank at least equal to that of the Subordinated Notes;
- bear interest at a rate no lower than the Subordinated Notes and have Interest Payment Dates falling on the same dates as the Subordinated Notes;
- have the same redemption rights as the Subordinated Notes;
- preserve any existing rights under the Subordinated Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation;
- if applicable, are assigned (or maintain) the same or higher credit ratings as were assigned to the Subordinated Notes immediately prior to such variation; and
- are listed on a recognised stock exchange if the Subordinated Notes were listed immediately prior to such variation.

While Qualifying Securities must have terms which maintain key aspects of the Subordinated Notes, there can be no assurance that the terms of the Qualifying Securities will not be materially less favourable to Noteholders than the Subordinated Notes or that the Qualifying Securities will be as favourable to all Noteholders in all circumstances.

There is no restriction on the amount or type of further securities or indebtedness which the Issuer may incur

The Issuer has the right in its absolute discretion to issue additional senior or equal ranking obligations which may rank ahead of or equally with Subordinated Notes. Any issue of other securities may affect the ability of a holder of Subordinated Notes to recover interest or the outstanding principal amount due to a holder of Subordinated Notes in a winding up. The Conditions do not contain any covenants preventing the Issuer from raising more debt or issuing other securities, requiring the Issuer to refrain from certain business changes, or

requiring the Issuer to operate within certain ratio limits. It is difficult to anticipate the effect such debt or other issues of securities may have on the market price or liquidity of Subordinated Notes.

Considerations relating to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

There is no existing market for any Notes and there can be no assurances that a secondary market for the Notes will develop, or if a secondary market for the Notes does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

The market value of any Notes may fluctuate. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at prices that may be higher or lower than the initial offering price depending on many factors, including prevailing interest rates, the Issuer's performance and the market for similar securities. No assurance can be given as to the liquidity of, or trading market for, any Notes and an investor in such Notes must be prepared to hold such Notes for an indefinite period of time or until their maturity. Application may be made for the listing of the Notes on SGX-ST but there can be no assurance that such listing will occur. Historically, the market for debt securities by South East Asian issuers has been subject to disruptions that have caused substantial volatility in the prices of such securities. There can be no assurance that the market for any Notes will not be subject to similar disruptions. Any such disruption may have an adverse effect on holders of such Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the currency specified in the applicable Pricing Supplement (the "**Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Currency. These include the risk that foreign exchange rates may significantly change (including changes due to devaluation of the Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Currency would decrease (1) the Investor's Currency-equivalent interest on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable foreign exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Noteholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Notes, resulting in a capital loss for the Noteholders. However, the Noteholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, the price of the Notes may rise. The Noteholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

The market value of the Notes may fluctuate

Trading prices of the Notes are influenced by numerous factors, including the operating results, business and/or financial condition of the Issuer, political, economic, financial and any other factors that can affect the capital markets, the industry or the Issuer. Adverse economic developments, acts of war and health hazards in countries in which the Issuer operates could have a material adverse effect on the Issuer's operations, operating results, business, financial position, and performance.

Inflation risk

Noteholders may suffer erosion on the return of their investments due to inflation. Noteholders would have an anticipated rate of return based on expected inflation rates on the purchase of the Notes. An unexpected increase in inflation could reduce the actual returns.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, reduced or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent:

- Notes are legal investments for it;
- Notes can be used as collateral for various types of borrowing; and
- other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Considerations relating to Renminbi-Denominated Notes

Notes denominated in Renminbi ("**RMB Notes**") may be issued under the Programme. RMB Notes contain particular risks for potential investors.

Renminbi is not completely freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC

Renminbi is not completely freely convertible at present. The government of the PRC (the "**PRC government**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar, despite significant reduction in control by it in recent years over trade transactions involving import and export of goods and services, as well as other frequent routine foreign exchange transactions. These transactions are known as current account items. Currently, participating banks in Hong Kong and a number of other jurisdictions (the "**Applicable Jurisdictions**") have been permitted to engage in the settlement of current account trade transactions in Renminbi.

However, remittance of Renminbi by foreign investors into and out of the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although since 1 October 2016, the Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund and policies further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China (“PBOC”) in 2018, there is no assurance that the PRC government will continue gradually to liberalise control over cross-border remittance of Renminbi in the future or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of RMB Notes and the Issuer's ability to source Renminbi outside the PRC to service such RMB Notes.

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. PBOC has established a Renminbi clearing and settlement mechanism for participating banks in the Applicable Jurisdictions through settlement agreements with certain banks (each a “**Renminbi Clearing Bank**”) to act as the RMB clearing bank in the Applicable Jurisdictions. Notwithstanding these arrangements, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBOC. The Renminbi Clearing Banks only have access to onshore liquidity support from PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the settlement arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Notes. To the extent that the Issuer or the Relevant Guarantor is required to source Renminbi in the offshore market to service its RMB Notes, there is no assurance that the Issuer and the Relevant Guarantor will be able to source such Renminbi on satisfactory terms, if at all.

Investment in RMB Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. PBOC implemented changes to the way it calculates the Renminbi's daily midpoint against the U.S. dollar to take into account market-maker quotes before announcing such daily midpoint. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made in Renminbi with respect to RMB Notes unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the RMB Notes in that foreign currency will decline.

Payments in respect of RMB Notes will only be made to investors in the manner specified in such RMB Notes

All payments to investors in respect of RMB Notes will be made solely:

- when RMB Notes are represented by global certificates, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing CMU rules and procedures; or
- when RMB Notes are in definitive form, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations.

The Issuer cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

DESCRIPTION OF THE GROUP

Overview

The Issuer offers a wide range of conventional financial services and banking products in the retail banking, business banking and wholesale banking areas.

As at 30 September 2024, the Group and the Issuer had:

- RM136,969 million (U.S.\$33,218 million) and RM136,936 million (U.S.\$33,210 million) in total assets, respectively;
- RM87,203 million (U.S.\$21,149 million) and RM87,203 million (U.S.\$21,149 million) in loans and advances, respectively;
- RM91,828 million (U.S.\$22,270 million) and RM91,831 million (U.S.\$22,271 million) in deposits from customers, respectively; and
- RM12,650 million (U.S.\$3,068 million) and RM12,597 million (U.S.\$3,055 million) in total equity, respectively.

As at 30 September 2024, the Issuer's operations are divided into five business segments:

- the Retail Banking segment;
- the Wholesale Banking (“**WB**”) segment (comprising the Corporate and Transaction Banking and Group Treasury and Markets businesses of the Group);
- the Business Banking segment;
- the Investment Banking segment; and
- Others.

As at 30 September 2024, 20.4 per cent. of the Group's net profits are derived from its Retail Banking segment.

The AMMB Group controls 100.0 per cent. of the share capital of the Issuer. The AMMB Group and its subsidiaries taken as a whole (the “**AMMB Group**”) was the sixth largest financial services group in Malaysia in terms of consolidated total assets as at 30 September 2024.

As at 30 September 2024, the Issuer had issued and paid-up share capital of RM3,040,464,555.15 (U.S.\$737,386,208.90) divided into 949,927,564 ordinary shares.

History

The Group traces its history back to the incorporation of The Malaysia Industrial Finance Corporation Limited (“**MIFCL**”) in Malaysia in 1964. MIFCL was renamed Arab-Malaysian Finance Berhad (“**AMFB**”) in 1977 following the acquisition of a 70.0 per cent. stake in AMFB by the AMMB Group. In 1982, AMFB became a wholly owned subsidiary of the AMMB Group.

In 1990, AMFB acquired First Malaysia Finance Berhad under a rescue scheme approved by the Ministry of Finance of Malaysia. AMFB was listed on the Kuala Lumpur Stock Exchange (now known as Bursa Malaysia) in 1992, with the AMMB Group retaining a 65.0 per cent. shareholding in AMFB.

In December 2001, AMFB acquired the entire share capital of MBf Finance. MBf Finance was subsequently renamed AmFinance Berhad (“**AmFinance**”). AMFB transferred all of its assets and liabilities to AmFinance

on 15 June 2002. Following this transfer, AMFB was transformed into an investment holding company. This restructuring created Malaysia's then largest finance company in terms of assets and branch network, in line with the consolidation objectives of the Financial Sector Master Plan issued by BNM at that time.

The Banking and Financial Institutions (Amendment) Act 2003 came into effect on 15 January 2004 which allowed for the creation of a new banking entity through the merger of the commercial banking business and finance company business within the same banking group (called a “**banking and finance company**” or “**BAFIN**”). To take advantage of this regulatory liberalisation, AMFB was privatised and it became a wholly owned subsidiary of the AMMB Group, and was delisted from Bursa Malaysia in March 2005. AmFinance acquired all of the shares of its affiliate, AmBank Berhad (“**AMBB**”), on 1 June 2005. Subsequently, as part of an internal reorganisation, the commercial banking business and assets and liabilities of AMBB were merged into AmFinance pursuant to a High Court Vesting Order issued under section 50 of the Banking and Financial Institutions Act 1989, and AmFinance adopted its present name, AmBank (M) Berhad. Following the transfer of its commercial banking business into AmFinance, AMBB surrendered its commercial banking licence, and was renamed as AMBB Capital Berhad (“**AMBB Capital**”). As a result of the merger, the Issuer is licensed as a composite commercial banking and finance company under the Banking and Financial Institutions Act.

On 1 May 2006, further to the Government's initiatives to promote Malaysia as an Islamic financial centre, and the requirement for Malaysian banking groups to undertake Islamic financial services activities through a separate legal entity, the Islamic banking business activities of the Group were transferred into AMBB Capital, and AMBB Capital was later renamed AmIslamic Bank Berhad and subsequently rebranded as AmBank Islamic Berhad (“**AmBank Islamic**”) in 2015.

On 12 April 2008, as part of an AMMB Group restructuring process, AmInvestment Bank Berhad's (“**AmInvestment Bank**”) fund-based business was transferred to the Issuer (with respect to its non-Islamic banking business) and to AmBank Islamic (with respect to its Islamic banking business). AmInvestment Bank's 100.0 per cent. owned offshore bank subsidiary, AmInternational (L) Ltd (“**AMIL**”) was also transferred to the Issuer by way of share transfer.

On 3 December 2012, the AMMB Group completed its acquisition of MBF Cards (Malaysia) Sdn. Bhd. (“**MBF Cards**”). The transaction involved the acquisition of MBF Cards' card issuing and merchant acquiring businesses under Visa, MasterCard, Japan Credit Bureau and China Union Pay licences, bill payments and MBF Cards' ownership of 33.3 per cent. in Bonuskad Loyalty Sdn Bhd. The AMMB Group transferred MBF Cards' assets to the Group with effect from 1 July 2013.

On 16 December 2013, the Issuer established a subordinated notes programme for the issuance of Tier 2 subordinated notes of up to RM4.0 billion in nominal value.

On 1 July 2017, the Issuer launched its mobile application terminal, which allows users to submit auto finance loan applications to obtain immediate approval within 30 minutes upon meeting required conditions.

In 2021, the Issuer became the first bank in Malaysia to offer bespoke solutions via Application Programming Interfaces (“**APIs**”), enabling fintech partners to fully digitalise their onboarding journey. The bespoke solutions offered include using APIs to facilitate the onboarding process for Rakuten Trade Sdn Bhd.

On 11 October 2023, the Issuer established a subordinated notes programme comprising Basel III-compliant Additional Tier 1 Subordinated Notes and Tier 2 subordinated notes of up to RM8.0 billion in nominal value.

On 5 November 2024, the Issuer established a commercial paper programme of RM4.0 billion in nominal value.

Settlement with the Ministry of Finance Malaysia (“MOF”)

As a result of the review of prior transactions between the AMMB Group and 1Malaysia Development Berhad (“1MDB”) and its related entities, the AMMB Group reached a settlement agreement with MOF in 2021 for a sum of RM2.83 billion, which AMMB Holdings had made a full and final settlement of RM2.83 billion to Ministry of Finance Malaysia for historical transactions with 1MDB and its related entities (the “Settlement”). With the closure of all matters relating to the Settlement, the Group is focused on strengthening its fundamentals, particularly in terms of corporate governance by continuing to improve its internal systems and processes.

Recent Awards

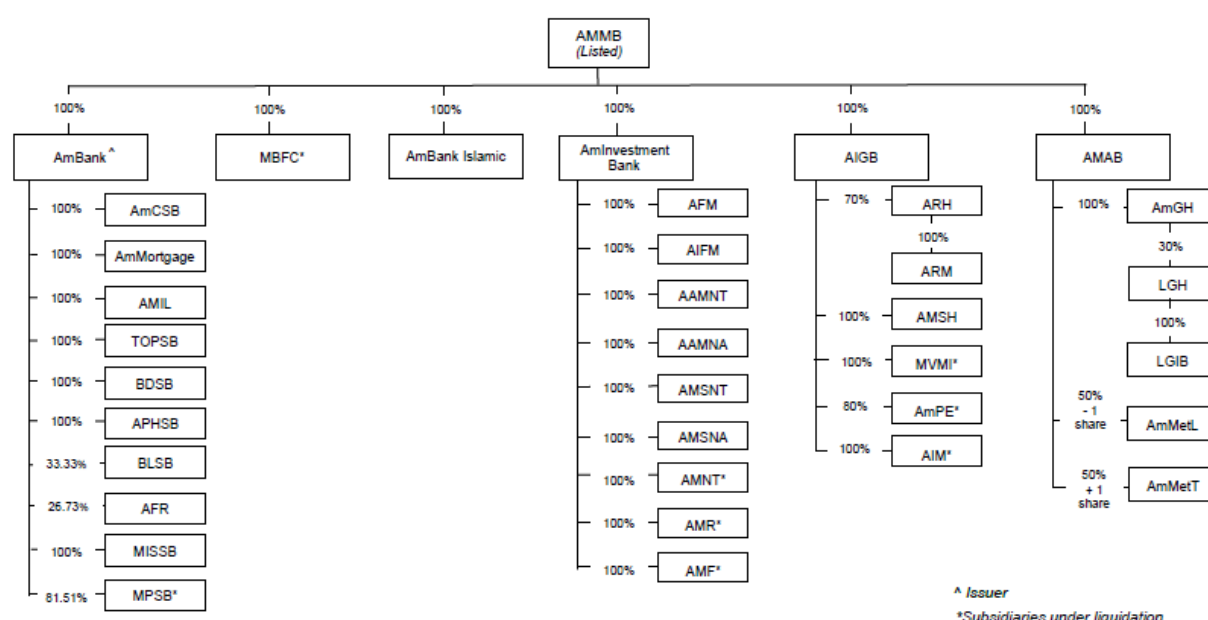
The AMMB Group and the Group consistently receives awards and accolades across its businesses and operations. Recent examples include:

- Priority Banking Initiative of the Year, Malaysia (*Asian Banking & Finance 2024*)
- Fraud Initiative of the Year, Malaysia (*Asian Banking & Finance 2024*)
- SME Digital Innovation of the Year – Malaysia (*Asian Banking and Finance 2024*)
- Best Islamic SME Bank Malaysia (*The Asset Triple A 2024; Global Banking and Finance Review 2024*)
- Best Islamic Bank Malaysia (*Global Banking and Finance Review 2024*)
- Best SME Bank Malaysia (*Global Banking & Finance Review 2024; Alpha Southeast Asia 2024*)
- Best Islamic Bank for SME Banking (*Global Islamic Finance Awards 2024*)
- Best Small to Mid-Cap Corporate Finance House in Malaysia (AmInvestment Bank) (five consecutive years) (*18th Annual Alpha Southeast Asia Best Financial Institution (FI) Awards 2024*)
- Logistics Deal of the Year (*The Asset Triple A Sustainable Infrastructure Awards 2024*)
- Utility Deal of the Year (*The Asset Triple A Sustainable Infrastructure Awards 2024*)
- Green Project Deal of the Year (*The Asset Triple A Sustainable Infrastructure Awards 2024*)
- Best Securities House for Fixed Income in Malaysia 2024 (*Euromoney Securities Houses Awards 2024*)
- Best ASEAN Awards: Best Application of ESG (*Asia Asset Management 2024*)
- Best ESG Manager, Malaysia (*Asia Asset Management 2024*)
- Best Bond Manager, Malaysia (four consecutive years) (*Asia Asset Management 2024*)
- Best Pension Fund Manager, Malaysia (six consecutive years) (*Asia Asset Management 2024*)
- Best Sukuk Manager, Malaysia (three consecutive years) (*Asia Asset Management 2024*)
- Best Sukuk Fund in Malaysia (*Cambridge Islamic Funds Awards*)
- AmMalaysia Equity, Best Equity Malaysia Fund Over 10 Years (*LSEG*)
- AmDynamic Bond, Best Bond MYR Fund Over 10 Years (*LSEG*)
- Biggest ESG Impact – Nonbank Financial Institutions (Domestic) (*FinanceAsia*)

- Best Sukuk for the following categories: Power, Engineering & Construction, Pharmaceutical, Real Estate and Telecom (*The Asset Triple A Islamic Finance Awards 2024*)
- Best Sustainability Sukuk for the following categories: SME and DFI (*The Asset Triple A Islamic Finance Awards 2024*)
- Best FX Bank for Corporates & FIs (13 consecutive years) (*14th Annual Alpha Southeast Asia Awards 2024*)
- Malaysia's Best Bank for ESG (*Euromoney Awards for Excellence 2024*)
- Overall Excellence Award (Top 5), (*National Corporate Governance & Sustainability Awards 2024 (Minority Shareholders Watch Group)*)

Simplified AMMB Group Corporate Structure Chart

The following chart shows the relationship between the AMMB Group and the Issuer as at the date of this Offering Circular:



Legend

AMMB	AMMB Holdings Berhad
AmBank Islamic.....	AmBank Islamic Berhad
AmBank	AmBank (M) Berhad
AMIL	AmLabuan Holdings (L) Ltd
AmCSB	AmCard Services Berhad
AmMortgage	AmMortgage One Berhad
MISSB.....	MBf Information Services Sdn Bhd
APHSB.....	AmProperty Holdings Sdn Bhd

BDSB	Bougainvillea Development Sdn Bhd
MPSB	Malco Properties Sdn Bhd*
TOPSB	Teras Oak Pembangunan Sendirian Berhad
AFR	AmFirst Real Estate Investment Trust
AmInvestment	AmInvestment Bank Berhad
AMF	AmFutures Sdn Bhd*
AFM	AmFunds Management Berhad
AIFM	AmIslamic Funds Management Sdn Bhd
AMNT	AMMB Nominees (Tempatan) Sdn Bhd*
AAMNT	AM Nominees (Tempatan) Sdn Bhd
AAMNA	AM Nominees (Asing) Sdn Bhd
AMSNT	AMSEC Nominees (Tempatan) Sdn Bhd
AMSNA	AMSEC Nominees (Asing) Sdn Bhd
AMR	AmResearch Sdn Bhd*
AIGB	AmInvestment Group Berhad
ARH	AmREIT Holdings Sdn Bhd
ARM	AmREIT Managers Sdn Bhd
AMSH	AmSecurities Holding Sdn Bhd
AIM	AmInvestment Management Sdn Bhd*
AmPE	AmPrivate Equity Sdn Bhd*
MVMI	Malaysian Ventures Management Incorporated Sdn Bhd*
AMAB	AMAB Holdings Sdn Bhd
AmGH	AmGeneral Holdings Berhad
LGH	Liberty Global Holdings Sdn Bhd
LGIB	Liberty General Insurance Berhad
AmMetL	AmMetLife Insurance Berhad
AmMetT	AmMetLife Takaful Berhad
MBFC	MBF Cards (M'sia) Sdn Bhd*
BLSB	Bonuskad Loyalty Sdn Bhd

*Subsidiaries under members' voluntary winding up.

Competitive Strengths

The Group's principal competitive strengths are as follows:

- ***Extensive and diversified distribution network***

As at 30 September 2024, the Group operated 169 branches and sales kiosks throughout Malaysia. This network is further supported by 599 automated teller machines ("ATMs"), 268 cash recycle machines

(“**CRMs**”) and 186 cheque deposit machines (“**CQMs**”) in Malaysia. Besides its network of dedicated nationwide marketing officers and personal bankers, the Group also leverages a number of sales agents across the Group.

The Group is revolutionising its retail banking branches nationwide. Introduced in 2023, customers are able to enjoy café services while banking through the Group’s collaboration and partnership with Bask Bear Coffee. The community banking initiative is designed to create a differentiated experience based on customer and community needs. The Group has also launched the reimagined AmBank SIGNATURE Priority Banking Centres in collaboration with HWC Coffee to cater to the local community – providing Priority Private customers with a suite of products, services and benefits shaped exclusively for them.

In addition, the Group initiated the weekend banking and extended-hour banking concepts in Malaysia, and offers internet and mobile banking facilities, through its “AmOnline” channel, to all of its retail customers. The AmOnline platform provides customers with seamless access to a range of banking services. Over the years, the platform has undergone significant modernisation – the most recent being the introduction of the all-new AmOnline application in May 2024, with an enhanced user interface with intuitive navigation, building upon AmBank’s mobile-first design principles. The updated application allows customers to open new accounts, invest, borrow, consolidate debt, apply for credit cards and purchase insurance in a seamless manner. As at 31 March 2024, the AmOnline platform had more than 1.8 million registered users, with an average of 188 million transactions per month in the financial year ended (“**FY**”) 31 March 2024 (“**FY24**”). This growth extended to its business customers as well, with more than 46,700 users onboarded onto AmAccess Biz, AmBank’s digital platform for small and medium enterprise (“**SME**”) businesses. The Group continues to invest in AmOnline, with current AmOnline services including enabling easy purchase and renewal of general motor insurance, integration of BonusLink membership, as well as wealth management options allowing customers to invest in unit trusts funds.

- ***Extensive and diversified retail banking business***

The Group has a well-established retail franchise and offers a diversified range of retail banking products and services covering both conventional and Islamic financial services. Products and services offered by the Group include, but are not limited to:

- (i) auto finance;
- (ii) mortgages;
- (iii) personal loans;
- (iv) credit cards and line of credit;
- (v) wealth management;
- (vi) bancassurance;
- (vii) remittance; and
- (viii) deposit.

This range provides the Group with an extensive retail customer base. As at 31 March 2024, the Group’s total income for Retail Banking grew 1.0 per cent. year-on-year to RM1,327.6 million.

- ***Extensive and diversified non-retail banking business***

The Group has a well-established non-retail banking business (comprising Business Banking, Wholesale Banking and Investment Banking), providing conventional customised financial solutions to businesses ranging from small and medium enterprises to large corporations. Products and services offered by the Group include, but are not limited to:

- (i) business loans;
- (ii) merchant business solutions;
- (iii) trade financing;
- (iv) green financing;
- (v) cash management;
- (vi) transaction banking;
- (vii) corporate finance;
- (viii) merger and acquisitions advisory;
- (ix) equity and debt capital markets;
- (x) fund management;
- (xi) stockbroking;
- (xii) business wealth management; and
- (xiii) bancassurance.

With a comprehensive suite of tailored financial solutions, the Group is positioned to support businesses at every stage of their growth. By offering a multitude of solutions, the Group meets the customers' diverse financial needs while fostering long-term partnerships and contributing to sustainable economic development of its customers.

- ***Ability to provide and cross-sell a wide range of products and services***

The Group is able to leverage a groupwide sales force to assist it in offering a wide range of products and services provided by other members of the AMMB Group, making it a “one-stop” financial centre for customers. At the Group’s branches, customers can opt for Islamic financial solutions offered by AmBank Islamic Berhad or purchase, for example, unit trust funds (which the Group cross-sells with AmInvestment Bank Berhad), insurance products (which the Group cross-sells with AmMetLife Insurance Berhad, AmMetLife Takaful Berhad and Liberty General Insurance Berhad) and securities trading services offered by other members of the AMMB Group. Beyond a Group-wide sales force, the Group’s digital platforms such as AmOnline also support cross-selling initiatives by providing ease of access to a broad range of services such as Tabung Haji, Amanah Saham Nasional Berhad and BonusLink.

- ***Strategic partnerships***

The Group has strategic partnerships in place which give it a competitive advantage in providing financial services by enabling it to expand its business network. The Group has integrated various card partnerships, wallets and QR payments to accelerate the shift towards digital payments. The Group’s integration with Apple Pay, Google Pay and Visa is a testament to its continuous efforts to stay at the

forefront of the financial industry and support the acceleration towards digital payments and the digital economy. Additionally, in support of the green automotive industry, the Group has entered into a special partnership with Tesla Malaysia, the largest EV manufacturer in the world. As one of two preferred financing providers of Tesla Malaysia, the Group is committed to promoting sustainable energy transition in Malaysia through providing financing solutions for electric vehicles. Further, through the Group's bancassurance partnership with Liberty General Insurance Berhad, it continues to drive the general insurance business towards sustained growth, delivering best-in-class offerings to its customers. The Group also offers co-branded cards with its strategic partner, BonusLink, and has also partnered with Merchantrade to offer diverse remittance and payment solutions, including a market-first hybrid e-wallet for cross-border, multi-currency payments. The Group is also collaborating with several telecommunications partners to drive digital transformation within Malaysia's healthcare sector. Such initiatives aim to improve service delivery, expand access to medical services, and strengthen healthcare infrastructure. In this endeavour, the Group will partner closely with its telecommunications partners to facilitate easier financing for healthcare solutions.

Strategy

The Group's principal strategies are aligned with AMMB Group's key strategic agenda.

The AMMB Group launched the Top 4 Strategy for FY2017 to FY2020 which was designed to position the AMMB Group as a "Top Four" player in key growth segments and products. This strategy aimed to make the Group a stronger, more competitive, and more resilient bank.

Following this, from FY2021 to FY2024, the Focus 8 Strategy was introduced, refining the strategic vision with two strategic pillars of Growing Trust and Connecting People. The Focus 8 Strategy involved enhancing the Group's mission to support businesses and individuals in achieving mutual growth and success, while incorporating futureproofing elements and creating new frontiers for the Group.

The AMMB Group's FY25-FY29 Winning Together strategy (the "**WT29 Strategy**") builds upon the foundation of "Focus 8" with aims to deepen value creation and reinforce the Group's commitment to improving its financial performance. The strategy is driven by three strategic pillars and is guided by the Group's existing core values and code of conduct, reflecting the Group's dedication to fostering a positive work environment, embracing diversity, and nurturing a culture of innovation and excellence.

See the below for an overview of AMMB Group's key strategic agenda:

To help individuals and businesses grow and win together

Purpose		
"Winning Together"		
Mission		
❖ We focus on deepening relationships by acting as advisors and long-term partners to our customers		
❖ We earn the trust of our customers by being professional, reliable and efficient, and providing the best service		
Core Values		Conduct
P2ACE - Principled, Proactive, Appreciative, Collaborative, Experimental		Compliant, Responsible, Ethical, Accurate, Trustworthy, Equitable
Ways of Working		
Customer engagement & employee experience	Conduct & Behaviours	Collaborate Pathologically
Strategy Pillars (D.OE.S)		
Digitalisation	Operational Excellence	Sustainability
3 Financial Goals		
Improve Dividend Payout	Lower Cost-to-Income ("CTI") to 40%	Improve Return-on-Assets ("ROA") to 1.1%
Segment Participation		
❖ SME & Mid Corp segments to lead lending growth		❖ Integrate wealth solutions for the investors segment
❖ WB to originate and distribute large loans and maintain commercial surplus		❖ Top 3 Investment Bank
❖ RB to be a more focused lender and to generate commercial surplus		❖ Upgrade existing tech stack and build Fintech capabilities (future of banking enablers)

The three strategic pillars of Digitalisation, Operational Excellence and Sustainability drive the WT29 strategy and are expected to enhance the Group's operational resilience:

- ***Digitalisation***

Digitalisation is critical to the success of the Group and achieving the Group's aim of staying sustainable and relevant. The Group sees technology as a strong enabler with the potential to unlock value for the Group's businesses. The focus is on leveraging technology to augment the ways of working, enhancing operations and expanding the Group's virtual presence.

To enhance its operations, the Group has incorporated automation into 147 processes using 132 Robotic Process Automation ("RPA") robots. This initiative not only results in substantial cost savings but also enhances environmental sustainability.

The Group's digitalisation efforts also focus on improving customer experience. The Group continually enhances the features and capabilities of the Group's online platforms to offer a seamless and secure banking experience.

The Group is exploring partnerships to further develop its digital ecosystem. For example, the Group's collaboration with Merchantrade Asia has led to the creation of a hybrid e-wallet, the first of its kind with the largest wallet size of RM50,000. Furthermore, the Group's collaboration with Axiata Boost enables digital solutions for retail merchants and underserved micro-businesses, positioning the Group as a transaction banking leader in the Application Programming Interface in Malaysia. The Group enhanced its data management capabilities through Project Orion, which facilitated the creation of a robust data management platform for the organisation to empower employees with explainable data and actionable insights. Project Orion laid the foundation for the Group's comprehensive digital transformation, enabling the Group to leverage data-driven strategies and deliver enhanced value to its customers.

- ***Operational Excellence***

The Group's goal is to deliver excellent customer experiences across all touchpoints, driving initiatives to streamline customer onboarding processes across all channels, ensuring efficiency and user-friendliness. The Group is at an early stage to adopt Artificial Intelligence ("AI") capabilities. These capabilities assist with fraud detection, data extraction from bank statements, and onboarding assistance. By leveraging automation and RPA, the Group significantly reduce credit review turnaround times, while AI-powered financial statement analysis and real-time market news further expedite process improvements.

- ***Sustainability***

Recognising the urgency of the climate change agenda, the Group has pledged to achieve net zero emissions by 2050. This commitment was announced in the AMMB Group's FY2023 Integrated Annual Report and Sustainability Report. The Group views sustainability as a key strategy to reinforce its brand.

Environmental, Social and Governance ("ESG") considerations, including climate risks and opportunities are embedded in the Group's strategies, businesses and operations. This is reflected within the Group's Sustainability Framework which serves as the foundation of the Group's commitment to sustainability, ensuring that the Group's business practices uphold and advance environmental stewardship and social responsibilities, in addition to fostering economic prosperity.

The Group's strategic decisions are influenced by the Group's material matters. This ensures the Group's sustainability efforts are targeted towards key issues which address stakeholders' needs and concerns. The Group has three key themes aimed at addressing these material matters:

- **Responsible banking:** This theme reflects the Group's commitment to conduct its business and engage customers in a responsible manner. This theme covers five key areas: (a) responsible financing and building climate resilience, (b) customer experience and satisfaction, (c) digital innovation, (d) cybersecurity and data privacy and (e) financial inclusion.
- **Conscious self-conduct:** This theme demonstrates the incorporation of ESG and climate considerations to the Group's internal controls and processes. This theme covers six key areas: (a) integrity and preventing financial crime, (b) enhancing employee well-being, (c) developing the Group's people, (d) driving diversity, equity and inclusion, (e) responsible consumption and (f) responsible procurement.
- **Positive societal impact:** This theme emphasises the Group's contribution towards the creation of a positive impact to the Group's communities.

The Group is working with Riverstone Environmental Sdn Bhd to conduct a detailed assessment of the Group's financed emissions after which sector decarbonisation pathways and position statements will be developed. These will be announced as part of AMMB Group's FY2025 Integrated Annual and Sustainability Reports. Roll out of the Net Zero Transition Plan will commence in FY2026.

The Group has established and continues to promote several banking solutions to align its portfolio with ESG principles. In FY2024, the Group disbursed circa RM2.0 billion in green loans / financing, championing several green financing solutions across diverse projects. The Group's current product suite covers sustainability-linked financing, sustainable and responsible investment sukuk, green, social and sustainability bonds, project financing for green and renewable energy projects, sustainable financing solutions for SMEs, green building financing, sustainable series ESG Funds for institutional and retail investors, green mortgages and electrical vehicle financing.

From a social perspective, the Group is dedicated to enhancing financial inclusion, ensuring that all individuals and businesses have the knowledge and tools they need to participate fully in the financial system and navigate economic uncertainties. A holistic approach to inclusion and accessibility is adopted which includes supporting micro, small, and medium enterprises, providing tailored solutions for underserved segments, employee training and empowerment and customer lending policies. To this end, the Group has been working with SME clients through external partnerships to green their value chain by facilitating their understanding of greenhouse gas emissions of their business, and tools for monitoring and tracking their emissions. Additionally, approximately RM1.8 billion in affordable housing loans / financing and just over RM440.3 million of auto financing to households in the bottom 40 per cent. income group in Malaysia were disbursed in FY2024.

From a governance perspective, the Group has a robust sustainability governance structure which is anchored on trust, transparency, and accountability. The Board of Directors (the “**Board**”) holds the highest authority within this structure, having oversight across all aspects of ESG, including climate-related risks and opportunities within the Group. The Board is further supported by the Risk Management Committee which oversees the governance and infrastructure for managing Group-wide ESG (including climate-related) risks, including formulating and managing the ESG risks within the Group Risk Appetite Framework and Asset Writing Strategy. At the management level, the Group Management Risk Committee is responsible for recommending and approving sustainability measures, encompassing ESG risks, climate-related concerns, and associated matters such as frameworks, policies, guidelines, and proposals, whilst the Group Sustainability and Climate Risk Council develops and implements sustainability-related strategies and initiatives. In 2023, the Chief Sustainability Officer and Climate Risk Head were appointed to further drive the sustainability and climate risk agenda throughout the Group.

On an annual basis, the Group allocates as part of its budget a pre-approved amount on sustainability-related expenditure. This covers amongst others strategic initiatives, capacity building initiatives, sustainability and climate risk data and system requirements, and independent assurance assessments.

To operationalise the Group’s sustainability commitment, the Group has also established a robust set of policies and guidelines that govern its practices. The Group has specified a list of prohibitions as the overarching guidance on its commitment to responsible finance and has identified high ESG risk sectors which are assessed in greater detail. In FY2024, the Group issued a Board-approved Climate-related Disclosure Policy, and the Group’s Environmental Policy was also enhanced to cover the management of environmental impact across its operations.

The Group has augmented its risk assessment process by incorporating BNM’s due diligence questions on “No Significant Harm to the Environment” and “Remedial Measures to Transition” to assess Climate Change and Principle-based Taxonomy (“**CCPT**”) guiding principles and classification requirements. The Group has commenced assessing the impact of climate risk (both physical and transition risks) on its portfolios through scenario analysis.

The Group believes that continued capacity and capability building is needed to ensure that the Group’s relationship managers and credit approvers are adequately equipped for engagement with customers to support growth and national agendas, e.g. the National Energy Transition Roadmap and the National Industrial Master Plan. As such, the Group has developed and launched several training and coaching initiatives to facilitate knowledge building.

The Group’s memberships in the Joint Committee on Climate Change and Association of Banks ESG Committee and its related entities’ memberships in the Association of Islamic Banks and the Malaysian

Investment Banking Association allow the Group to participate, lead and exchange views in industry-led initiatives to push the net zero agenda for Malaysia.

The Group will support the AMMB Group's three financial goals, which are aligned to deliver superior returns within existing financial resources and risk appetite. Establishing these financial goals aligns with the AMMB Group's aim to deliver top quartile total shareholders' return:

- ***Financial Goal 1: Improve Dividend Payout***

The AMMB Group aims to place at the top quartile of the dividend yields among peers – balancing the need for prudential safeguards while retaining capital for future growth.

- ***Financial Goal 2: Lower Cost-To-Income to 40 per cent.***

The AMMB Group will embark on an operational excellence agenda to deliver a 10 per cent. productivity improvement from FY24's CTI of 44 per cent.

- ***Financial Goal 3: Improve Return-On-Assets to 1.1 per cent.***

The AMMB Group aims to improve their return on assets by focussing on better returning customer segment and products.

The WT29 strategy sets out the AMMB Group's aspiration of being one of the top three investment banks in Malaysia, and also maps out the participation of each business segment, with an overall aim of integrating the strengths and capabilities across all lines of its business:

- SME and mid corporate segments to lead lending growth.
- WB to originate and distribute loans, develop supply chain financing solutions and maintain commercial surplus.
- Retail Banking to be a more focused lender and to generate commercial surplus.
- Integrate wealth management solutions for the investor segment.
- Build fintech capabilities and upgrade existing technology stack.

The Group's Businesses

As of 30 September 2024, the Group's operations were divided into the following business segments:

- the Retail Banking segment;
- the WB segment (comprising the Corporate and Transaction Banking and Group Treasury and Markets businesses of the Group);
- the Business Banking segment;
- the Investment Banking segment; and
- Others.

The following table sets out the revenue and net profit contributions of the Group's business divisions as a percentage of the Group's consolidated total revenue and consolidated net profit for the financial year ended 31 March 2024:

	For the financial year ended 31 March 2024		
	(RM'000)	(U.S.\$ '000)	(% of consolidated Group total)
Operating Revenue:			
Retail Banking.....	1,327,619	281,215	44.1
WB			
Corporate Banking	363,041	76,899	12.0
Group Treasury and Markets.....	481,603	102,013	16.0
Business Banking	874,343	185,203	29.0
Investment Banking.....	34,601	7,329	1.1
Others	(68,035)	(14,411)	(2.2)
Total	3,013,172	638,248	100.0
Profit for the financial year:			
Retail Banking.....	71,541	15,154	5.7
WB			
Corporate Banking	235,977	49,984	18.7
Group Treasury and Markets.....	277,131	58,702	22.0
Business Banking	393,829	83,421	31.2
Investment Banking.....	12,456	2,638	1.0
Others	270,772	57,355	21.4
Total	1,261,706	267,254	100.0

The Group's Retail Banking segment provides everyday banking solutions to individuals and SME customers, covering conventional financial products and services which includes auto finance, mortgages, personal loans, credit cards, wealth management and bancassurance, remittance and foreign exchange services, and deposits.

The Group provides wholesale banking products and services through the WB division which serves corporates, government-linked companies, government-linked investment companies, financial institutions and agencies across all sectors. WB's offerings are designed to meet the broad spectrum of its clients' financial needs, each dedicated to enhancing financial outcomes while supporting the sustainable growth and economic development of WB's stakeholders.

The Business Banking division comprises two segments: SME Banking and Commercial Banking ("CB"). The SME segment serves small and medium enterprises by way of lending programmes, whereas the CB segment serves medium, large and extra-large enterprises with bespoke lending structures. Business Banking supports the needs of the Group's customers with a full suite of solutions including the financing of capital expenditures and working capital, deposit and cash management solutions, treasury and market offerings, industrial hire purchase and bancassurance.

The Group's Investment Banking segment provides a full range of integrated financing solutions to the Group's corporate and institutional clients. It offers a full suite of customised debt and capital financing solutions which include corporate bond issuances, loan syndication, structured finance, capital and project advisory services,

primary syndication and underwriting services and equity derivatives business. Private Banking primarily services high net worth clients and offers financing and deposit products. Equity markets offer margin financing to retail and corporate clients.

The Group's Others segment comprises activities to maintain the liquidity of the Group, as well as support operations of the Group's main business units and non-core operations of the Group.

Retail Banking

Retail Banking provides everyday banking solutions to individuals, covering both conventional and Islamic financial products and services. These include:

- residential mortgages;
- auto finance for motor vehicles for personal and commercial use;
- personal loans and financing;
- credit cards;
- wealth management and bancassurance;
- remittance and foreign exchange services; and
- deposits and internet banking services

For FY24, the Retail Banking segment accounted for 5.7 per cent. of the Group's consolidated net profits. As at 31 March 2024, Retail Banking served approximately 2.2 million customer accounts through its extensive distribution network of branches, ATMs, CRMs, CQMs, in addition to online banking and a contact centre. The Group's retail assets which include loans to individuals for purchase of transport vehicles, purchase of residential properties and credit cards receivables were RM49.3 billion (U.S.\$10.4 billion) as at 31 March 2024, an increase of 3.1 per cent. compared with FY23 mainly driven by an increase in the Group's mortgage portfolio.

For FY24, Retail Banking segment revenues totalled RM1,327.6 million (U.S.\$ 281.2 million), an increase of 1.0 per cent. compared with the FY ended 31 March 2023 ("**FY23**"), primarily from higher fee income from wealth management and foreign exchange, partially offset by margin compression.

As at 31 March 2024, net loans and advances provided by the Retail Banking segment totalled RM47.8 billion (U.S.\$10.1 billion), an increase of 2.3 per cent. compared with FY23.

Residential Mortgages

In the residential mortgages segment, the Group had an approximate 6.0 per cent. market share as at 31 March 2024 with loan assets of RM30.5 billion (U.S.\$6.5 billion), based on official statistics published by BNM. As at 31 March 2024, the financing of residential mortgages represented 34.8 per cent. of the Group's total loan portfolio.

The table below sets out the Group's residential property financing portfolio as at the dates indicated.

	As at 31 March			
	2022	2023	2024	
	(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)
Loans for purchase of residential properties	28,148,654	29,236,771	30,517,032	6,464,103

Residential mortgages comprise the largest asset lending and financing portfolio of the Group. The Group offers a range of residential mortgage products to finance the purchase of residential properties from developers or subsale residential properties. The Group's products range from basic term loans and financing to Homelink, a flexi-loan which enables customers to save more on loan interests based on their deposit balances in their integrated current accounts.

Auto Finance

As at 31 March 2024, the Group had RM8.1 billion (U.S.\$1.7 billion) in loans outstanding in the purchase of transport vehicles sector, representing a market share of approximately 6.6 per cent. (according to official BNM statistics). In addition, the financing of transport vehicles represented 9.3 per cent. of the Group's total loan portfolio as at 31 March 2024.

The following table sets out the Group's vehicle financing portfolio as at the dates indicated.

	As at 31 March			
	2022	2023	2024	
	(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)
Loans for purchase of transport vehicle.....	8,659,412	8,552,962	8,132,243	1,722,568

Auto Finance is a core Retail Banking lending business, which is currently being offered to individuals and non-individuals such as car dealerships, through the Group's hire purchase products and capital financing for dealers. For added convenience and flexibility, the Group offers approval to customers applying for financing using the mobile application terminal.

Credit Cards

As at 31 March 2024, the Group had a total of 401,150 credit cards in circulation. The credit card business' total loan receivables as at 31 March 2024 amounted to RM1.7 billion (U.S.\$0.4 billion).

The Group seeks to capture various demographic segments by tailoring its credit card offerings to suit specific customer segments and their requirements, namely the affluent, emerging affluent and mass-market segments.

Wealth Management and Bancassurance

The Group offers Wealth Management solutions to its clients through the three major aspects of investment, protection and wealth distribution. Investment solutions include providing investment products such as unit trusts, structured products and retail bonds. Other products include solutions for life protection, credit protection, savings endowment, investment-linked plans, education funds, medical and critical illness coverage, retirement needs, motor insurance, houseowner and householder insurance, personal accident plans, home content insurance and travel insurance, amongst others.

Deposits and Internet Banking Services

The Group offers current accounts, savings accounts, foreign currency accounts and fixed deposits which are available in both conventional and Islamic variants. The Group's deposit products are available to both individual and non-individual customers such as small businesses. The Group's current and savings account enables customers to link their accounts to their AmEquities Trading Account, enabling its customers to access their funds for investment purposes and allowing them to make share purchases through the Group's digital platform.

The Group's AmOnline internet banking and mobile banking services offer digital banking solutions to the Group's customers, in three languages: English, Bahasa Malaysia and Mandarin. AmOnline allows the Group's

customers to conduct their everyday banking transactions such as bill payments, fund transfers, scheduled and repeat transactions, application of cards, savings account or fixed deposit and many other banking services at their convenience, without having to visit the Group's branches.

AmOnline also affords customers the convenience of opening their current or savings accounts online and starting a banking relationship with the Group.

Wholesale Banking

WB comprises the Corporate and Transaction Banking and Group Treasury and Markets segments.

Corporate and Transaction Banking

Corporate Banking focuses on developing and maintaining strong relationships with corporate clients by anticipating and meeting the clients' diverse financial needs. The Corporate Banking team covers all industries and is supported by research and product specialists.

The Corporate Banking division works closely with other divisions within the Group to structure comprehensive financial solutions for its clients, which include lending, deposit taking, liability management solutions, transaction banking covering cash and trade, foreign exchange and derivatives, offshore banking, debt and equity capital markets, as well as advisory and investment products.

Transaction Banking ("TB") specialises in providing trade and supply chain financing solutions, as well as personalised digital and cash management solutions that enable clients to optimise their working capital requirements. TB's trade products and services are tailored to each client's unique requirements in both domestic and international trade for the purposes of risk mitigation and working-capital financing. The Group leverages on the provision of collection and payment solutions in TB to drive operating account and increase in current account and savings account ("CASA") balances.

For FY24, Corporate and Transaction Banking accounted for 18.7 per cent. of the Group's consolidated net profits.

For FY24, Corporate and Transaction Banking revenues totalled RM363.0 million (U.S.\$76.9 million), an increase of 4.8 per cent. compared with FY23. The increase was mainly driven by an increase in net interest income of RM28.5 million (U.S.\$6.0 million) and offset by lower non-interest income of RM11.7 million (U.S.\$2.5 million). The Group's corporate CASA balances amounted to RM7.8 billion (U.S.\$1.7 billion), representing an increase of 35.1 per cent. compared with FY23.

Group Treasury and Markets

Group Treasury and Markets ("GTM") offers products and services across various asset classes, including fixed income, interest rates, currencies, equity and commodities. GTM's activities cover sales and trading, as well as financial markets products and hedging solutions for both individuals and businesses. GTM is also responsible for managing funding and liquidity for the Group, focusing on diversification of the Group's funding sources while ensuring key liquidity indicators comply with the regulatory standards. In addition, the division oversees the investment portfolios of the banking book and undertakes the role of "Principal Dealer" as appointed by Bank Negara Malaysia, reflecting the Group's strength in fixed income and complementing the flow business.

GTM accounted for 22.0 per cent. of the Group's consolidated net profit and its revenue totalled RM481.6 million (U.S.\$102.0 million) for FY24. GTM has demonstrated resilient income, primarily driven by a significant growth in non-interest income, which increased by 53.5 per cent. year-on-year from FY23, reaching RM244.7 million (U.S.\$51.8 million) in FY24. This significant growth was achieved through trading and

investment income, capitalising on favourable market trends, and has effectively cushioned the impact of lower net interest income resulting from margin compression.

Business Banking

Business Banking serves small, medium and large enterprises, with a full range of products and financial solutions ranging from cash management and bancassurance to full working capital and capital expenditures propositions:

- (a) SME – combines the speed and effectiveness of lending programmes with the experience and service levels of full-fledged relationship managers to serve the mid-and upper-SME segments; and
- (b) CB – services large commercial enterprises and mid-sized corporates with all the financial services available from a commercial bank, including bespoke structures such as project financing, development loans and collaborations with AmInvestment Bank for corporate exercises.

To promote greater accessibility, the Group is present in strategic locations across Malaysia with 48 enterprise and commercial business centres. These centres are each equipped with dedicated relationship managers who can assist with the needs of its Business Banking clients. As at 31 March 2024, the Business Banking division accounted for 31.2 per cent. of the Group's consolidated net profits.

Investment Banking

The Capital Markets division is focused on providing integrated financing solutions to the Group's corporate and institutional clients. It offers a full suite of customised debt and capital financing solutions which includes corporate bond issuances, loan syndication, structured finance, capital and project advisory services and primary syndication and underwriting services. Private Banking primarily services high net worth clients and offers financing and deposit products. Equity markets offer margin financing to retail and corporate clients.

Technology

The Group maintains a robust and secure technology infrastructure, with ongoing investments to ensure cutting-edge technological capabilities, enhanced security controls, and scalable support for business growth. The Group's information security management aligns with industry standards and adheres strictly to BNM's policies and guidelines.

The Group has established a 24/7 Security Operations Centre (“SOC”) for continuous vigilance and real-time monitoring, enabling prompt detection and response to any cyber threats. The Group's SOC is equipped with the latest threat countermeasure playbooks, which is intended to provide dynamic responses tailored to the evolving landscape of cyber risks. A team of skilled cyber specialists actively engages in threat hunting, leveraging advanced tools and techniques to pre-emptively identify and neutralise potential threats before they impact the Group's cyber environment.

To further fortify the Group's cyber resilience, the Group conducts comprehensive cybersecurity awareness programmes that extend across all levels of the organisation, including employees, senior management, service providers, and customers. These initiatives promote a culture of cybersecurity vigilance and ensure that stakeholders are prepared to recognise and respond to security risks effectively.

The Group's data protection policies are continually enhanced, with the implementation of data labelling protocols and a strengthened governance framework encompassing processes and controls. One of its core practice involves regular control testing which encompasses both offensive and defensive measures, alongside rigorous cyber crisis simulation exercises. The Group's enhancement of its threat detection and prevention

capabilities is further supported by multiple advanced security correlation tools and ongoing improvements in technology and skill sets.

The Group's identity and access management are fortified with multi-factor authentication, role-based access control, user lifecycle management, and user behaviour analytics, ensuring robust protection and limiting exposure to potential threats. The Group also provides a privileged account management system and has developed proactive reporting and monitoring capabilities for heightened security control.

With a well-coordinated and agile cyber incident response team in place, the Group plans for quick and effective responses to security incidents. This comprehensive and strategic approach to cybersecurity demonstrates the Group's commitment to safeguarding the Group's assets, building trust with stakeholders, and ensuring operational resilience, positioning the Group as a secure and resilient institution prepared to handle the complexities of today's digital landscape.

Network

Branches

The Group has a physical presence in all major towns in Malaysia. As at 30 September 2024, the Group had 169 branches including sales kiosks nationwide. The table below shows the number of branches and sales kiosks the Group had in the different regions and states of Malaysia as at 30 September 2024.

Region	States	No. of Branches
1	Central	54
2	Northern.....	41
3	Southern.....	38
4	East Coast	11
5	Sarawak	15
6	Sabah	9
7	Labuan	1
	Total	169

As at 30 September 2024, the Group was ranked sixth among local banks in Malaysia in terms of number of branches based on the latest report published by The Association of Banks in Malaysia.

e-Channels

In addition to its branches, the Group has established e-channels for its products and services, including Electronic Banking Centres ("EBCs") which consists of ATMs, CRMs, CQMs, in addition to online banking and a contact centre. As at 30 September 2024, the Group had 599 ATMs, 268 CRMs and 186 CQMs. EBC was introduced to reduce its branch transaction costs and to improve services offered to customers and the Group continues to promote the use of EBCs. In addition, the Group has various electronic banking platforms. For example, online banking (through AmOnline) allows customers to perform selected transactions using their mobile telephones and over the internet including paying their bills, checking their account balances and transferring funds. The Group also has an electronic cash management platform and online payroll system via AmAccess Biz or AmAccess Corp, and online trade financing services can be accessible through the Group's

AmTrade platform. The Group continues to encourage customers to use its online banking services for improved customer service productivity.

The Group's award-winning contact centre, which operates 24 hours a day, enables customers to access financial products and services over the telephone with both an automated system and live operators. Customers can check their account balances and transaction history, transfer funds, obtain insurance services, and make credit card and loan repayments and subscribe to new services. The contact centre is equipped with automated self-service support technology, predictive auto dialler, multi-channel integration (which synchronises the contact centre with other delivery channels) and automated service request tracking.

The Group also has an online mobile banking application that allows customers to perform banking transactions using their mobile telephones. Current services provide for, amongst other things, reloading prepaid mobile telephone accounts, making balance enquiries, checking transaction history, transferring and receiving funds instantly within accounts and to third parties via DuitNow, making contactless payments with DuitNow QR, reloading prepaid credit for mobile network, checking rates and paying bills. Customers are also able to open new current or savings accounts, place fixed deposits, apply for a credit card and personal loans, or purchase insurance, Amanah Saham Nasional Berhad and unit trust funds via the mobile banking application. In addition, the Group currently has direct relationships with 273 billers and payee corporations via JomPay, Financial Process Exchange and DuitNow Online Banking, which enable the Group's customers to transact or pay their bills with those companies through the use of online banking and mobile banking.

Litigation

The Group may from time to time be involved in a number of legal or arbitration proceedings in the course of its business. Neither the Issuer nor any member of the Group is involved in any legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in the 12 months preceding the date of this Offering Circular a material effect on the financial position of the Issuer or the Group.

Employees

The Group places a strong emphasis on the effectiveness of its human resource management to facilitate the recruitment and retention of highly qualified personnel. The Group is dedicated to continuously attracting, training, motivating and retaining top talent, which the Group considers a cornerstone of its strategic advantage.

To strengthen their proficiency in their respective areas of specialisation, qualified employees are enrolled in certifications in their core competency areas. Key talents are groomed to take over leadership roles through various development programmes. The Group maintains a strong connection with its employees through effective engagement programmes, e-learning opportunities, a comprehensive performance management system, competitive rewards that promote well-being and options for internal mobility.

Regular employee screenings, including fit and proper evaluations where applicable, are conducted to uphold trust and confidence in its employees' ability to perform their duties with professionalism and responsibility. The Group's success is further enhanced by the ability and experience of the senior management, as well as key employees. The Group proactively seeks to hire and develop talent, ensuring that its teams are well-equipped to meet the demands of its business environment while remaining competitive.

Even though the competition for talented personnel is intense, the Group is confident in its ability to attract and retain its most valuable talents. The commitment and expertise of the Group's senior management and key employees is crucial to its ongoing success as it proactively builds a dynamic and supportive workplace to mitigate the risks associated with personnel changes and to ensure operational excellence.

FUNDING, LIQUIDITY AND CAPITAL ADEQUACY

Introduction

The Group's funding strategy is to continue to diversify its funding sources, customer base and maturity profile.

The Group's funding strategy is guided by such factors as the Group's target loans-to-funds-ratio ("LTF"), loans-to-deposits ratio ("LDR"), LCR, NSFR, the maturity profile of its deposit base and the Group's ratio of retail deposits to corporate deposits. These targets and parameters are set by and monitored by the Group Assets and Liabilities Committee and benchmarked against BNM's guidelines and targets where applicable.

Funding

Most of the Group's funding is denominated in Malaysian Ringgit and is sourced from retail and business customer deposits. As at 31 March 2024, customer deposits accounted for 79.8 per cent. of the Group's total sources of funds, while deposits and placements of banks and other financial institutions accounted for 6.4 per cent. of the Group's total sources of funds. Other funding sources include funding obtained from Cagamas Berhad and funding obtained through the issuance of senior notes, credit linked notes, terms loans, revolving credit lines and asset securitisation. The Bank is also a contributor to the Kuala Lumpur Interbank Offer Rate setting process reflecting its access to the interbank markets. See "*Other Funding Sources*".

As at 31 March 2024, retail customer deposits accounted for 50.8 per cent. of the Group's total customer deposits, with the balance of customer deposits originating from business enterprises, the Government of Malaysia, statutory bodies and other customers.

Customer Deposits

Funding from customer deposits is divided into four categories: demand deposits, savings deposits, term/investment deposits and negotiable instruments of deposit. As at 31 March 2024, 63.3 per cent. of the total customer deposits of the Group were in the form of term/investment deposits (deposits with fixed maturities, with tenures mainly ranging from one month to 12 months), with demand deposits and savings deposits accounting for 31.7 per cent. and 5.0 per cent., respectively. The Group has concentration and large depositor limits that are designed to reduce the likelihood of the Group relying on a small number of larger depositors. Term/investment deposits may be withdrawn by the depositor prior to maturity, subject to prepayment penalties. However, based on the Group's experience, a substantial portion of term deposits are rolled over upon maturity thereby providing a stable source of funding. The Group's customer deposits are mostly denominated in Malaysian Ringgit.

The following table sets out the profile of customer deposits by type for the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Demand deposits	24,114,121	28.1	25,489,922	29.9	29,883,483	6,329,905	31.7
Savings deposits	5,400,230	6.3	5,840,339	6.8	4,702,766	996,138	5.0
Term/Investment deposits	56,342,545	65.6	54,048,284	63.3	59,751,161	12,656,463	63.3
Total	85,856,896	100.0	85,378,545	100.0	94,337,410	19,982,506	100.0

	As at 30 September 2024		
	(RM '000)	(U.S.\$ '000)	(%)
Demand deposits	27,333,916	6,629,136	29.8
Savings deposits	4,355,023	1,056,198	4.7
Term/Investment deposits.....	60,138,786	14,585,111	65.5
Total	91,827,725	22,270,445	100.0

Profile of term/investment deposits by remaining maturity

The following table sets out the profile of term/investment deposits by remaining maturity for the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Due within six months.....	44,037,037	78.1	42,012,274	77.7	47,702,539	10,104,330	79.8
Over six months to one year.....	10,871,790	19.3	9,984,599	18.5	10,374,828	2,197,591	17.4
Over one year to three years	1,325,160	2.4	1,998,352	3.7	1,637,745	346,906	2.7
Over three years to five years	108,558	0.2	53,059	0.1	36,049	7,636	0.1
Total	56,342,545	100.0	54,048,284	100.0	59,751,161	12,656,463	100.0

	As at 30 September 2024		
	(RM '000)	(U.S.\$ '000)	(%)
Due within six months.....	45,935,625	11,140,500	76.4
Over six months to one year	13,438,378	3,259,132	22.3
Over one year to three years	735,367	178,344	1.2
Over three years to five years	29,389	7,128	0.1
Over five years	27	7	0.0
Total	60,138,786	14,585,111	100.0

Profile of customer deposits by type of depositor

The following table sets out the type of depositor for the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Government and other statutory bodies	1,549,251	1.8	868,756	1.0	1,816,922	384,860	1.9
Business enterprises	39,347,970	45.8	39,229,447	46.0	48,161,069	10,201,455	51.1
Individuals.....	35,321,255	41.2	38,941,377	45.6	40,666,138	8,613,882	43.1
Others.....	9,638,420	11.2	6,338,965	7.4	3,693,281	782,309	3.9
Total	85,856,896	100.0	85,378,545	100.0	94,337,410	19,982,506	100.0

	As at 30 September 2024		
	(RM '000)	(U.S.\$ '000)	(%)
Government and other statutory bodies	2,033,084	493,072	2.2
Business enterprises	47,712,900	11,571,533	52.0
Individuals.....	36,567,329	8,868,462	39.8
Others.....	5,514,412	1,337,378	6.0
Total	91,827,725	22,270,445	100.0

Deposits and Placements of Banks and Other Financial Institutions

The Group also obtains funding through deposits and placements of banks and other financial institutions (including interbank borrowings). The following table sets out the deposits and placements of banks and other financial institutions held by the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Licensed banks	4,146,076	56.2	5,617,181	64.9	3,309,711	701,061	43.4
Licensed investment banks.....	845,298	11.5	782,226	9.0	1,243,378	263,372	16.3
Other financial institutions	1,164,875	15.8	953,673	11.0	1,546,435	327,565	20.3
Bank Negara Malaysia (BNM)	1,221,494	16.5	1,308,614	15.1	1,520,606	322,094	20.0
Total	7,377,743	100.0	8,661,694	100.0	7,620,130	1,614,092	100.0

	As at 30 September 2024		
	(RM '000)	(U.S.\$ '000)	(%)
Licensed banks	4,034,945	978,571	51.3
Licensed investment banks	821,643	199,268	10.5
Other financial institutions.....	1,393,761	338,021	17.7
Bank Negara Malaysia (BNM)	1,614,196	391,482	20.5
Total	7,864,545	1,907,342	100.0

The Group is an active interbank participant. It also acts as a principal dealer on BNM money market tender operations. Interbank borrowings may be used to fund short term mismatches in the Group's maturity profiles or for on-lending and arbitrage opportunities, where there are opportunities to do so. The Group seeks to maintain borrowings from the interbank market within manageable levels and internal limits so as to tap the market optimally without over-reliance on the interbank market for borrowings. As of 30 September 2024, the Group is a net interbank lender.

The Group also issues negotiable instruments of deposit to raise short term funds.

Other Funding Sources

Securities sold under repurchase agreements

The Group can raise short-term funding via the sale of securities under repurchase agreements to other financial institutions. As of 31 March 2024, the amounts of securities sold under repurchase agreements was RM6.3 billion (U.S.\$1.3 billion).

Recourse obligation on loans sold to Cagamas Berhad

The Group is able to secure longer-term sources of funds of one to five years tenure by selling consumer loans to Cagamas Berhad (the Malaysian national mortgage corporation) with recourse to the Group. The Group continues to service such loans, retaining the fixed or floating interest collected on the loans, and pays a fixed or floating rate of interest to Cagamas Berhad as selected by the Group at the time of the sale. As of 31 March 2024, the Group's recourse obligation on loans sold to Cagamas Berhad amounted to RM5.3 billion (U.S.\$1.1 billion).

Senior notes

The Group has established a domestic senior notes programme with a programme limit of RM7.0 billion (U.S.\$1.7 billion, translated based on the exchange rate of U.S.\$1.00 = RM4.1233 as at 30 September 2024) which enables it to tap the Malaysian debt capital markets to meet its long-term funding requirements. The programme also facilitates the Group's liquidity risk management activities by enabling medium term funds raising for purpose of liquidity management. As at 30 September 2024, the amount of senior notes outstanding under the programme was RM2.1 billion (U.S.\$0.5 billion).

Other funding sources

The Group has also diversified its term funding alternatives to include structured products in order to reduce its reliance on a single funding source.

In November 2024, the Group established a commercial paper programme with a programme limit of RM4.0 billion (U.S.\$1.0 billion, translated based on the exchange rate of U.S.\$1.00 = RM4.1233 as at 30 September 2024) to further broaden its options to raise funding to meet working capital, general banking and other corporate requirements.

Liquidity Management

The Group adopts a prudent approach to liquidity management. The Group's liquidity management principles are aligned with the LCR and NSFR guidelines issued by BNM and comply with all other BNM requirements, including the BNM Liquidity Stress Testing requirements. The Group targets a diversified funding base avoiding concentrations by investor type, product, maturity, source and currency and implement wholesale funding diversification and maturity concentration limits. In setting its funding diversification policy, the Group takes into consideration the cost/benefit trade-off to ensure optimum level of funding cost. In addition, the Group also aims to hold a portfolio of high-quality liquid assets ("HQLA") to protect itself against short-term adverse conditions and to support its day to day liquidity requirements.

The Group has established various liquidity metrics so that it is able to monitor and manage its liquidity status effectively. These metrics include:

- liquidity risk management measures, such as LCR and NSFR. Liquidity risk management measures are measures that capture all the main sources and uses of funds and may also be mitigants that are used to manage liquidity risk as a whole; and

- balance sheet management measures, such as LTF, LDR and depositor concentration ratio. Balance sheet management measures are related to the structure of the balance sheet which, if not addressed in the medium term, may, adversely impact the day-to-day liquidity profile over time.

As of 30 September 2024, the Group's LCR and NSFR were 133.0% and 111.2% respectively. The following table provides details of the Group's LCR and NSFR as at the dates indicated:

	As at 31 March 2022	As at 31 March 2023	As at 31 March 2024	As at 30 September 2024
	(%)	(%)	(%)	(%)
LCR.....	157.0	163.5	174.0	133.0
NSFR.....	118.9	108.0	114.9	111.2

Capital Adequacy

The Group employs a capital management strategy that balances and optimises risk tolerance with earnings capability. The Group continues to rely on retained earnings to enlarge its capital resources to drive its business and the Group's policy is to maintain a strong capital base to support the development of its business and to ensure that shareholders' returns are optimised. It also seeks to maintain a prudent balance between the different components of its capital between CET1 (as defined below), Tier 1 and Tier 2 Capital.

On 14 June 2024, BNM issued an updated regulatory capital adequacy framework entitled "Capital Adequacy Framework (Capital Components)", removing the requirements on the transitional arrangements for regulatory capital treatment of accounting provisions. All financial institutions, including the Group, shall maintain the following minimum capital adequacy ratios at all times:

- a CET1 capital ratio of 4.5 per cent.;
- a Tier 1 capital ratio of 6.0 per cent.; and
- a Total Capital ratio of 8.0 per cent.

In addition, banks are required to maintain additional capital buffers above the minimum CET1, Tier 1 and Total Capital ratios set out above. The capital buffers shall comprise of a capital conservation buffer ("**CCB**") and a countercyclical capital buffer ("**CcyB**") of:

- a CCB of 2.5 per cent.
- a CcyB, determined as the weighted average of the prevailing CcyB rates applied in the jurisdictions in which financial institutions (including the Issuer) have credit exposures; and
- a HLA requirement for a financial institution that is designated as a D-SIB.

The CCB is intended to encourage the build-up of capital buffers by individual banking institutions during normal times that can be drawn down during stress periods.

The CcyB is intended to protect the banking sector as a whole from the build-up of systemic risk during an economic upswing when aggregate credit growth tends to be excessive.

On 5 February 2020, BNM issued the "Domestic Systemically Important Bank Framework" ("**D-SIB framework**"). The HLA requirements set out by BNM in the D-SIB framework requires a D-SIB to operate with higher levels of capital buffer which commensurate with their size, interconnectedness with other parts of the financial system and substitutability. The Issuer is not identified as a D-SIB as at the date of this Offering Circular. However, the list of D-SIBs will be updated annually and published together with the release of the

BNM's Financial Stability Review in the second half of each year. If the Issuer is identified as a D-SIB in the future, the Issuer will have to maintain higher levels of capital buffer and meet the HLA requirements as provided in the D-SIB framework.

The capital adequacy ratios of the Group as at 30 September 2024 are computed in accordance with BNM's Capital Adequacy Framework — Capital Components and Guidelines on Risk-Weighted Capital Adequacy Framework (Basel II — Risk Weighted Assets Computation). The Group has adopted the FIRB, Supervisory Slotting for major non-retail portfolios and AIRB for major retail portfolios for Credit Risk, the Standardised Approach for Market Risk and the Basic Indicator Approach for Operational Risk.

As at 30 September 2024, the Group's CET1 ratio and Tier 1 capital adequacy ratio after proposed dividends were 14.7 per cent. and its total capital ratio after proposed dividends was 19.1 per cent., which exceeded the BNM minimum requirements detailed above. The following table provides details of the Group's capital and shows the capital adequacy ratios of the Group as at the dates indicated:

	As at 30 September 2024	
	(RM '000)	(U.S.\$ '000)
Common Equity Tier 1 ("CET1") Capital:		
Share capital	3,040,465	737,386
Retained earnings	8,680,378	2,105,202
Fair value reserve	534,691	129,676
Foreign currency translation reserve	83,315	20,206
Regulatory reserve	205,079	49,737
Merger reserve	104,149	25,259
Cash flow hedging reserve	(348)	(84)
Less: Regulatory adjustments applied on CET1 capital		
Intangible assets	(129,748)	(31,467)
Deferred tax assets	(165,016)	(40,020)
Cash flow hedging deficit	348	84
55 per cent. of cumulative fair value gains in fair value reserve	(294,080)	(71,322)
Regulatory reserve	(205,079)	(49,737)
Unrealised fair value gains on financial liabilities due to changes in own credit risk	(4,207)	(1,020)
Total CET1 capital	11,849,947	2,873,900
Qualifying CET1, Additional Tier 1 capital instruments held by third parties	2	—
Total Tier 1 capital	11,849,949	2,873,900
Tier 2 capital:		
Tier 2 capital instruments meeting all relevant criteria for inclusion	3,095,000	750,612
Qualifying CET1, Additional Tier 1 and Tier 2 capital instruments held by third parties	1	—
Surplus of eligible provisions to expected losses	227,546	55,185
General provisions	98,760	23,952
Total Tier 2 capital	3,421,307	829,749
Total capital	15,271,256	3,703,649
Capital ratios (after deducting proposed dividend):		
CET1 ratio	14.7%	14.7%

	As at 30 September 2024	
	(RM '000)	(U.S.\$ '000)
Tier 1 capital ratio	14.7%	14.7%
Total capital ratio	19.1%	19.1%

The following table shows a breakdown of risk weighted assets (“**RWA**”) of the Group in the various categories of risk as at the dates indicated:

	As at 30 September 2024	
	(RM '000)	(U.S.\$ '000)
Credit RWA	71,369,492	17,308,828
Market RWA	2,205,581	534,907
Operational RWA	5,492,346	1,332,027
Total RWA	<u>79,067,419</u>	<u>19,175,762</u>

ASSET QUALITY

Loan Portfolio

The Group has a diversified loan portfolio with 55.4 per cent. of its net loans in the retail banking sector as at 31 March 2024. Currently, the Group's largest loan exposures by sector are for the household and manufacturing sectors. As at 31 March 2024, the Group's total outstanding gross loans amounted to RM87.6 billion (U.S.\$18.6 billion).

Loans and Advances by Type

The following table shows the breakdown of gross loans and advances by type of the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
At Amortised cost:							
Overdrafts.....	2,029,703	2.5	2,156,953	2.5	1,973,452	418,016	2.2
Term loans.....	23,981,311	30.0	25,688,680	30.7	27,793,774	5,887,264	31.7
Housing loan receivables.	27,857,289	34.8	28,985,834	34.6	30,284,316	6,414,809	34.6
Hire purchase receivables	9,598,644	12.0	9,535,473	11.4	9,279,460	1,965,571	10.6
Bills receivables	1,802,396	2.3	2,223,438	2.7	2,598,509	550,415	3.0
Trust receipts.....	2,196,281	2.7	2,074,012	2.5	2,103,003	445,457	2.4
Claims on customers under acceptance credits..	4,346,521	5.4	4,604,485	5.5	4,689,444	993,316	5.4
Card receivables	1,455,413	1.8	1,600,986	1.9	1,707,587	361,700	1.9
Revolving credits.....	6,535,875	8.2	6,684,854	8.0	6,919,288	1,465,640	7.9
Staff loans.....	87,344	0.1	81,377	0.1	83,286	17,642	0.1
Others	158,454	0.2	134,228	0.1	187,659	39,750	0.2
Gross loans and advances	80,049,231	100.0	83,770,320	100.0	87,619,778	18,559,580	100.0
Allowances for ECL.....							
— Stage 1 – 12-month ECL.....	(154,044)		(160,839)		(224,192)	(47,488)	
— Stage 2 – Lifetime ECL not credit-impaired	(758,197)		(719,574)		(691,248)	(146,420)	
— Stage 3 – Lifetime ECL credit-impaired....	(319,503)		(423,493)		(455,977)	(96,585)	
Net loans and advances .	78,817,487		82,466,414		86,248,361	18,269,087	

	As at 30 September 2024		
	(RM '000)	(U.S.\$ '000)	(%)
At Amortised cost:			
Overdraft	2,050,135	497,207	2.3
Term loans.....	28,547,121	6,923,367	32.2
Housing loan receivables.....	30,735,684	7,454,147	34.7

As at 30 September 2024			
	(RM '000)	(U.S.\$ '000)	(%)
Hire purchase receivables	8,516,264	2,065,400	9.6
Bills receivables	2,614,411	634,058	3.0
Trust receipts	2,192,412	531,713	2.5
Claims on customers under acceptance credits	4,656,831	1,129,394	5.3
Card receivables	1,738,243	421,566	2.0
Revolving credits	7,103,441	1,722,756	8.0
Staff loans	79,199	19,208	0.1
Others	286,349	69,447	0.3
Gross loans and advances	88,520,090	21,468,263	100.0
Allowances for ECL			
— Stage 1 – 12-month ECL	(203,908)	(49,453)	
— Stage 2 – Lifetime ECL not credit-impaired	(659,696)	(159,992)	
— Stage 3 – Lifetime ECL credit-impaired	(453,231)	(109,919)	
Net loans and advances	87,203,255	21,148,899	

Loans and Advances by Geographical Distribution

The following table shows the breakdown of gross loans and advances by geographical distribution of the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
In Malaysia	79,155,058	98.9	83,487,307	99.7	87,469,912	18,527,835	99.8
Outside Malaysia	894,173	1.1	283,013	0.3	149,866	31,745	0.2
Gross loans and advances	80,049,231	100.0	83,770,320	100.0	87,619,778	18,559,580	100.0

As at 30 September 2024			
	(RM'000)	(U.S.\$ '000)	(%)
In Malaysia	88,107,823	21,368,278	99.5
Outside Malaysia	412,267	99,985	0.5
Gross loans and advances	88,520,090	21,468,263	100.0

Loans and Advances by Sector

The following table shows the breakdown of gross loans and advances by sector of the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Agriculture	1,455,342	1.8	1,196,390	1.4	1,449,173	306,963	1.7

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Mining and quarrying	1,772,651	2.2	1,536,699	1.8	1,680,024	355,862	1.9
Manufacturing	11,084,348	13.9	10,909,186	13.0	11,440,034	2,423,223	13.1
Electricity, gas and water	909,608	1.1	984,557	1.2	1,100,462	233,099	1.3
Construction	3,295,894	4.1	3,499,629	4.2	3,912,660	828,778	4.5
Wholesale and retail trade and hotels and restaurants	7,578,695	9.5	8,885,936	10.6	9,569,443	2,026,995	10.9
Transport, storage and communication	3,340,069	4.2	3,474,022	4.1	2,419,231	512,440	2.8
Finance and insurance	1,163,013	1.5	1,321,740	1.6	1,315,485	278,645	1.5
Real estate	4,431,674	5.5	5,416,597	6.5	6,952,824	1,472,744	7.9
Business activities	1,666,498	2.1	1,750,699	2.1	1,878,804	397,967	2.1
Education and health	1,022,743	1.3	1,086,144	1.3	1,099,576	232,912	1.3
Household of which:	42,303,665	52.8	43,703,372	52.2	44,801,440	9,489,820	51.0
— Purchase of residential properties ...	28,148,654	35.1	29,236,771	34.9	30,517,032	6,464,103	34.8
— Purchase of transport vehicles	8,659,412	10.8	8,552,962	10.2	8,132,243	1,722,568	9.2
— Others	5,495,599	6.9	5,913,639	7.1	6,152,165	1,303,149	7.0
Others	25,031	0.0	5,349	0.0	622	132	0.0
Gross loans and advances	80,049,231	100.0	83,770,320	100.0	87,619,778	18,559,580	100.0

	As at 30 September 2024		
	(RM'000)	(U.S.\$ '000)	(%)
Agriculture	1,179,563	286,073	1.3
Mining and quarrying	1,582,788	383,864	1.8
Manufacturing	10,689,064	2,592,356	12.1
Electricity, gas and water	1,214,018	294,429	1.4
Construction	4,118,651	998,873	4.6
Wholesale and retail trade and hotels and restaurants	9,733,117	2,360,516	11.0
Transport, storage and communication	3,085,102	748,212	3.5
Finance and insurance	1,427,856	346,290	1.6
Real estate	8,116,790	1,968,518	9.2
Business activities	1,678,321	407,033	1.9
Education and health	1,423,884	345,326	1.6
Household of which:	44,270,936	10,736,773	50.0
— Purchase of residential properties	30,959,812	7,508,503	35.0
— Purchase of transport vehicles	7,359,307	1,784,810	8.3
— Others	5,951,817	1,443,460	6.7

	As at 30 September 2024		
	(RM'000)	(U.S.\$ '000)	(%)
Gross loans and advances	88,520,090	21,468,263	100.0

Loans and Advances by Type of Customer

The following table shows the breakdown of gross loans and advances by type of customer of the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Domestic non-bank financial institutions	1,045,624	1.3	1,053,846	1.3	1,086,241	230,087	1.3
Domestic business enterprises:							
— Small and medium enterprises.....	17,804,425	22.2	19,814,532	23.6	20,762,827	4,397,972	23.7
— Others	17,768,448	22.2	18,233,263	21.8	20,161,392	4,270,577	23.0
Government and statutory bodies	60,790	0.1	43,059	0.1	29,289	6,204	0.0
Individuals.....	41,794,021	52.2	43,187,593	51.5	44,324,965	9,388,893	50.6
Other domestic entities	6,850	0.0	8,730	0.0	5,377	1,139	0.0
Foreign individuals and entities	1,569,073	2.0	1,429,297	1.7	1,249,687	264,708	1.4
Gross loans and advances	80,049,231	100.0	83,770,320	100.0	87,619,778	18,559,580	100.0

	As at 30 September 2024		
	(RM'000)	(U.S.\$ '000)	(%)
Domestic banking institutions	34	8	0.0
Domestic non-bank financial institutions	1,087,568	263,762	1.2
Domestic business enterprises			
— Small and medium enterprises	21,272,538	5,159,105	24.1
— Others	21,098,378	5,116,867	23.8
Government and statutory bodies	22,439	5,442	0.0
Individuals.....	43,851,198	10,634,976	49.6
Other domestic entities	7,251	1,759	0.0
Foreign individuals and entities.....	1,180,684	286,344	1.3
Gross loans and advances	88,520,090	21,468,263	100.0

Loans and Advances by Interest Rate Sensitivity

The following table shows the breakdown of gross loans and advances by interest rate sensitivity of the Group as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Fixed rate:							
— Housing loans	154,240	0.2	451,584	0.6	427,052	90,458	0.5
— Hire purchase receivables.....	9,155,918	11.4	9,202,544	11.0	9,001,660	1,906,727	10.3
— Other fixed rate loans	6,799,568	8.5	7,217,452	8.6	7,582,263	1,606,072	8.6
Variable rate:							
— Base rate and base lending rate plus	43,732,877	54.6	46,088,162	55.0	49,031,022	10,385,728	56.0
— Cost plus.....	19,095,010	23.9	19,955,047	23.8	20,742,923	4,393,756	23.6
— Other variable rates.....	1,111,618	1.4	855,531	1.0	834,858	176,839	1.0
Gross loans and advances	80,049,231	100.0	83,770,320	100.0	87,619,778	18,559,580	100.0

	As at 30 September 2024		
	(RM'000)	(U.S.\$ '000)	(%)
Fixed rate:			
— Housing loans	420,917	102,083	0.5
— Hire purchase receivables	8,275,781	2,007,077	9.3
— Other fixed rate loans.....	7,565,324	1,834,774	8.6
Variable rate:			
— Base rate and base lending rate plus.....	49,527,711	12,011,668	56.0
— Cost plus	21,994,875	5,334,289	24.8
— Other variable rates	735,482	178,372	0.8
Gross loans and advances	88,520,090	21,468,263	100.0

Loan maturity profile

The following table shows the breakdown of the Group's gross loans and advances by residual contractual maturity as at the dates indicated:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Maturing within one year	19,457,299	24.3	20,735,269	24.8	21,297,533	4,511,233	24.3
Over one year to three years	4,746,704	5.9	5,362,794	6.4	5,588,329	1,183,717	6.4
Over three years to five years	9,568,951	12.0	9,504,168	11.3	7,159,736	1,516,572	8.2

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Over five years	46,276,277	57.8	48,168,089	57.5	53,574,180	11,348,058	61.1
Gross loans and advances	80,049,231	100.0	83,770,320	100.0	87,619,778	18,559,580	100.0

	As at 30 September 2024		
	(RM'000)	(U.S.\$ '000)	(%)
Maturing within one year	21,753,974	5,275,865	24.6
Over one year to three years	4,496,921	1,090,612	5.1
Over three years to five years	7,259,290	1,760,553	8.2
Over five years	55,009,905	13,341,233	62.1
Gross loans and advances	88,520,090	21,468,263	100.0

Twenty Largest Borrowers

As at 31 March 2024, the top 20 largest borrowers of the Group accounted for 24.3 per cent. or RM21.3 billion (U.S.\$4.5 billion) of the Group's gross loans. The following table sets out the 20 largest single borrower groups of the Group as at 31 March 2024:

		As at 31 March 2024		
	Industry sector(s)	Outstanding amount		As a percentage of the Group's total gross loan portfolio
		(RM '000)	(U.S.\$ '000)	(%)
Borrower 1	Financial Services	1,758,458	372,476	2.01
Borrower 2	Infrastructure	1,753,833	371,496	2.00
Borrower 3	Oil and Gas	1,728,858	366,206	1.97
Borrower 4	Oil and Gas	1,452,605	307,690	1.66
Borrower 5	Transport and Storage	1,374,014	291,043	1.57
Borrower 6	Telecommunications	1,326,207	280,917	1.51
Borrower 7	Construction	1,240,288	262,717	1.42
Borrower 8	Real Estates	1,196,119	253,361	1.37
Borrower 9	Oil and Gas	1,154,700	244,588	1.32
Borrower 10	Construction	1,071,671	227,001	1.22
Borrower 11	Construction	1,052,442	222,928	1.20
Borrower 12	Oil and Gas	949,381	201,097	1.08
Borrower 13	Manufacturing	778,417	164,884	0.89
Borrower 14	Electricity, Gas and Water Supply	735,877	155,873	0.84
Borrower 15	Financial Services	672,771	142,506	0.77
Borrower 16	Real Estates	652,869	138,290	0.75

As at 31 March 2024				
	Industry sector(s)	Outstanding amount		As a percentage of the Group's total gross loan portfolio
		(RM '000)	(U.S.\$ '000)	(%)
Borrower 17	Manufacturing	629,419	133,323	0.72
Borrower 18	Real Estates	590,073	124,989	0.67
Borrower 19	Electricity, Gas and Water Supply	579,865	122,827	0.66
Borrower 20	Infrastructure	568,167	120,349	0.65
Total		21,266,036	4,504,562	24.27

Credit Approval Process

Non-retail banking and retail banking

For non-retail banking, the relationship manager will prepare the credit proposal and submit it to the respective Credit Approval Delegation (“CAD”) holder for approval, which credit proposal also requires concurrence by the Credit Evaluation Team (“CET”) within Group Risk Management. The CET will validate that credit risk is adequately evaluated, appropriately mitigated and that the proposal is within the Group’s credit policies, guidelines and Group Risk Appetite Framework, prior to providing their concurrence or making a recommendation to the Credit and Commitments Committee (“CACC”), the Board Credit Committee (“BCC”) or the Board.

For retail banking, most credit applications are processed via an automated credit scoring system and all credit applications are managed through a loan origination system or credit proposal paper, based on the Group Risk Appetite Framework (“GRAF”) and other relevant Group policies and guidelines. Upon verification and/or credit review a final decision will be made via the automated system or by the relevant Individual Delegated Approving Authority. CET’s approval will be obtained for applications of higher amounts or with policy/guideline exceptions. The Individual Delegated Approving Authorities are individuals, usually selected from senior staff, vested with discretionary authority to approve the relevant credit.

For non-retail banking, material credit and commitments approved by CAD holders with CET’s approval are submitted to CACC and/or BCC for notation in accordance with their respective terms of reference. The BCC has the power to review and endorse or veto credit approved by the CACC.

All approved loan applications are sent to the respective relationship manager teams for issuance of facility offers. Corporate and Commercial Lending Operations is responsible for transaction management, for ensuring that all terms of the transaction are complied with and that external lawyers have correctly reflected the agreed commercial terms in the relevant documents.

Generally, loan approvals are guided by a GRAF that is approved by the Board supplemented by credit guideline and Management-level GRAF setting approved by the management. The Group’s Risk Appetite Framework is refreshed at least annually, and with regard to credit risk, provides direction as to portfolio management strategies and objectives designed to deliver the Group’s optimal portfolio mix.

Collateral

As at 31 March 2024, approximately 75.7 per cent. of the Group’s total gross loans and advances were secured by collateral. The value of the collateral depends on the type of collateral being pledged and is determined, for

example, by professional evaluations or market prices in accordance with the Group's policy. The Group reviews such policies periodically. For example, properties offered as collateral are valued by independent professional valuers. The collateral is revalued periodically in connection with the review of the loan account. The following table sets out the financial effects of collateral received by the Group from loans and advances as at the dates indicated:

	Gross exposure to credit risk		Financial effect of collateral		Unsecured portion of credit exposure	
	2023	2024	2023	2024	2023	2024
	(RM '000)	(RM '000)	(RM '000)	(RM '000)	(RM '000)	(RM '000)
Retail banking	47,504,646	48,665,067	44,483,944	45,439,836	3,020,702	3,225,231
Wholesale banking	11,609,944	11,076,905	2,368,460	3,477,652	9,241,484	7,599,253
Business banking	23,089,004	26,389,964	13,475,988	15,959,129	9,613,016	10,430,835
Others	1,566,726	1,487,842	1,566,726	1,476,191	—	11,651
Total	83,770,320	87,619,778	61,895,118	66,352,808	21,875,202	21,266,970

Single counterparty exposure limit

Pursuant to the Single Counterparty Exposure Limit guidelines and the single counterparty exposure limit for Islamic banks guidelines issued by BNM which came into effect on 9 July 2014, banks are prohibited from extending credit facilities to a single counterparty (including the exposure to any group of persons connected to such single counterparty but shall not include any exposure to, and any exposure explicitly guaranteed by, BNM or the Government) in excess of 25.0 per cent. of the total capital of the bank (total capital has the same meaning assigned to it in the relevant Framework issued by BNM), subject to certain exemptions.

The single counterparty exposure limit is exempted for the following:

- exposures of an overseas branch or subsidiary of a banking institution or an Islamic banking institution (as the case may be) to the sovereign government or central banks in the jurisdiction where it is located, where the exposure is denominated in local currency and held to meet regulatory requirements imposed by the central bank in that jurisdiction;
- exposures to a banking institution or an Islamic banking institution (as the case may be) licensed by BNM, or a development financial institution, arising from interbank money market transactions;
- exposures arising from granting of intra-day facilities; and
- exposures deducted in the calculation of a banking institution's total capital or an Islamic banking institution's total capital (as the case may be) as specified in regulatory adjustments of the relevant Frameworks issued by BNM such as investments in financial subsidiaries.

As at 31 March 2024, the Issuer's largest exposure (inclusive of loan commitments limit, private debt securities limit and pre-settlement limit only) to a single customer was RM2.1 billion (U.S.\$0.4 billion) or 17.5 per cent. of the Issuer's capital base, which was RM12.0 billion (U.S.\$2.5 billion). Parties with 50.0 per cent. or more equity holding in another customer are treated as a single customer. Furthermore, the Issuer seeks to limit its exposure to any one particular industry sector by the application of appropriate sector limits and benchmarks for industry sectors.

Loan Collection and Recovery

Non-Retail Banking

Primary responsibility for the management of each performing account lies with the Group's relevant business units. The relationship manager performs a full review of the account (including a review of the credit rating of the relevant customers and/or issuers) at least annually, except for low ticket customers that are portfolio managed. The review is submitted to the appropriate credit evaluation team in the Group Risk Management division and the relevant approving authorities for review and approval.

For accounts requiring close monitoring or deemed as underperforming (prior to impairment), primary accountability lies with the relevant Group business units, where the relationship manager shall manage such account in accordance with the Non-Retail Credit Policy and Guidelines. The relationship manager reports the status of the account to the Group's Monitoring Forum or Watchlist and Classification Committee ("WACC") on a monthly basis. However, there may be some occasions where at the recommendation of CACC and subsequent approval from WACC that the underperforming accounts be transferred to the Loan Rehabilitation division for monitoring and/or recovery actions.

Impaired accounts should be transferred to the Group Loan Rehabilitation division to optimise the account recovery in the shortest time possible. Any exceptions are to be approved by the appropriate approving authority.

Retail Banking

With regards to retail banking, all delinquent, impaired and written-off accounts are managed by the Retail Collection and Recovery Management Department. This department is responsible for all collection activities relating to the early care, remedial, recovery, litigation and foreclosure aspects.

Impairment

The Group's Classified Account Management requirements set out in the Non-Retail Credit Policy ("NRCP") and Retail Credit Policy ("RCP") and their corresponding guidelines for the respective line of business are established to align with MFRS and related BNM policies and guidelines. In general, an asset is considered impaired when:

- (a) the Group considers that an obligor is "unlikely to repay" in full its credit obligations to the Group;
- (b) the obligor has breached its contractual payment obligations and past due for more than 90 days; or
- (c) other indicators stipulated in the Group's Non-Retail Credit Guidelines ("NRCG") and Retail Credit Guidelines ("RCG") indicate the unlikelihood of the obligor to repay.

Impaired accounts which undergo restructuring/ rescheduling will continue to be impaired for at least six months

The following table sets forth the amounts of impaired and past due loans and advances and impairment allowances, charges for individual impairment allowance and write-offs during the financial year/period of the Group:

	As at 31 March				As at 30 September	
	2022	2023	2024		2024	
	(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)	(RM'000)	(U.S.\$ '000)
Impaired loans and advances	1,047,502	1,375,292	1,555,540	329,494	1,586,884	384,858

	As at 31 March				As at 30 September	
	2022	2023	2024		2024	
	(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)	(RM'000)	(U.S.\$ '000)
Past due but not impaired	3,743,697	5,641,856	5,311,428	1,125,064	5,517,848	1,338,212
Allowances for expected credit losses	1,231,744	1,303,906	1,371,417	290,493	1,316,835	319,364
Writeback/charges for individual allowance.....	27,911	73,542	131,137	27,777	98,875	23,980
Write-offs against individual allowance .	104,992	23,051	102,415	21,693	68,817	16,690

Although the Group believes that its loan and/or financing portfolio is adequately provided, no assurance can be given that the level of provisions would prove to be adequate or that the Group would not have to make significant additional provisions for possible loan and/or financing losses in the future.

Group Provisioning Methodology

The Group's provisioning methodology complies with MFRS 9 where the Group recognises ECL at all times to reflect changes in the credit risk of a financial instrument. The methodology incorporates historical, current and forecasted information into ECL estimation. Consequently, more timely information is required to be provided about ECL.

MFRS 9 applies to all financial assets classified as amortised cost and fair value through other comprehensive income, lease receivables, trade receivables and commitments to lend money and financial guarantee contracts.

Under MFRS 9, financial instruments are segregated into three stages depending on the changes in credit quality since initial recognition. The Group calculates 12-month ECL for Stage 1 and lifetime ECL for Stage 2 and Stage 3 exposures.

- (i) Stage 1: For performing financial instruments which credit risk had not been significantly increased since initial recognition.
- (ii) Stage 2: For underperforming financial instruments which credit risk had significantly increased since initial recognition.
- (iii) Stage 3: For financial instruments which are credit-impaired.

Write-off policy

The Group's write-off policy (embedded within the NRCP and RCP sets out the broad principles applying to the writing-off of loans and financings. Generally, accounts (or portions thereof) which are classified by the Group as impaired or are deemed uncollectable can be subject to a Stage 1 write-off or a Stage 2 write-off.

A Stage 1 write-off applies where an account is impaired and fulfil the approved criteria as stated in NRCG and RCG. There are two types of write-offs under Stage 1 as follows:

- full write-off – refers to of all delinquent credit exposures out of the general ledger to subsidiary ledger while legal action for these credit exposures will continue unabated.
- partial write-off – refers to write-off of a portion of the outstanding balance which is deemed uncollectable, and write-off is up to the amount of impairment provision made.

A Stage 2 write-off applies when all necessary recovery actions against credit exposures have been exhausted and there is minimal prospect of recovery and/or further recovery is uneconomical.

The Board has delegated the authority to write-off loans and financings to the head of Group Loans Rehabilitation (only for specific scenarios) and the management committee. For Retail Banking, write-offs are based on a set of rules that has been approved by the Board.

The total loans and financings written-off on a total portfolio basis (including quarter-to-date and year-to-date write-off information) are reported on a quarterly basis to the Audit and Examinations Committee (“AEC”) and the Board. In addition, written-off accounts for large loans and financings are also reported to the AEC and the Board.

Profile of impaired loans and advances

The Group’s gross impaired loans and advances were RM1,555.5 million (U.S.\$329.5 million) and net impaired loans and advances were RM1,099.6 million (U.S.\$232.9 million) as at 31 March 2024, representing a ratio of gross impaired loans and advances to total gross loans and advances of 1.78 per cent. and a ratio of net impaired loans and advances to total net loans and advances of 1.3 per cent., respectively. Based on BNM statistics, as at 31 March 2024, the ratio of net impaired loans to net loans for the industry was 1.0 per cent. As at 31 March 2024, the top 20 impaired loans and advances exposures represented 27.1 per cent. of the Group’s total gross impaired loans and advances and 0.5 per cent. of the Group’s total gross loans and advances.

The table below shows the movement in Group’s impaired loans and advances as at the dates indicated:

	As at 31 March			As at 30 September	
	2023	2024		2024	
	(RM’000)	(RM’000)	(U.S.\$ ‘000)	(RM’000)	(U.S.\$ ‘000)
Balance at beginning of financial year/period.	1,047,502	1,375,292	291,314	1,555,540	377,256
Impaired during the year/period.....	1,141,705	1,396,431	295,791	716,880	173,861
Reclassified as non-impaired	(161,738)	(161,446)	(34,197)	(233,038)	(56,517)
Recoveries	(285,277)	(450,578)	(95,441)	(222,240)	(53,899)
Amount written off.....	(367,276)	(604,699)	(128,087)	(230,124)	(55,811)
Foreign exchange differences	376	540	114	(134)	(32)
Balance at end of financial year/period.....	1,375,292	1,555,540	329,494	1,586,884	384,858
Gross impaired loans and advances as % of gross loans and advances	1.64%	1.78%	1.78%	1.79%	1.79%
Loan loss coverage (including regulatory reserve)	123.5%	110.2%	110.2%	101.0%	101.0%

Impaired loans and advances by sector

The following table sets out the Group’s gross impaired loans and advances portfolio according to sector as at the dates indicated herein:

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM ‘000)	(%)	(RM ‘000)	(%)	(RM ‘000)	(U.S.\$ ‘000)	(%)
Agriculture	8,832	0.8	6,539	0.5	5,633	1,193	0.3
Mining and quarrying	13,093	1.2	4,397	0.3	16,398	3,473	1.0
Manufacturing	174,821	16.7	164,355	12.0	174,602	36,985	11.2
Electricity, gas and water.	4,639	0.4	47,199	3.4	50,830	10,767	3.3
Construction	96,951	9.3	152,544	11.1	162,723	34,468	10.5

	As at 31 March 2022		As at 31 March 2023		As at 31 March 2024		
	(RM '000)	(%)	(RM '000)	(%)	(RM '000)	(U.S.\$ '000)	(%)
Wholesale and retail trade and hotels and restaurants	106,915	10.2	143,014	10.4	237,820	50,375	15.3
Transport, storage and communication	14,852	1.4	19,777	1.5	26,587	5,632	1.7
Finance and insurance	1,493	0.1	11,201	0.8	2,898	614	0.2
Real estate	22,237	2.1	10,915	0.8	16,771	3,552	1.1
Business activities	37,207	3.6	41,238	3.0	35,649	7,551	2.3
Education and health	6,217	0.7	10,217	0.7	37,146	7,868	2.4
Household of which:	560,245	53.5	763,896	55.5	788,483	167,016	50.7
— Purchase of residential properties...	420,936	40.2	581,738	42.3	607,337	128,646	39.0
— Purchase of transport vehicles	59,989	5.7	85,358	6.2	74,352	15,749	4.8
— Others	79,320	7.6	96,800	7.0	106,794	22,621	6.9
Impaired loans and advances	1,047,502	100.0	1,375,292	100.0	1,555,540	329,494	100.0

	As at 30 September 2024		
	(RM'000)	(U.S.\$ '000)	(%)
Agriculture	8,786	2,131	0.6
Mining and quarrying	14,659	3,555	0.9
Manufacturing	189,196	45,885	11.9
Electricity, gas and water	17,005	4,124	1.1
Construction	174,860	42,408	11.0
Wholesale and retail trade and hotels and restaurants	270,496	65,602	17.1
Transport, storage and communication	37,341	9,056	2.4
Finance and insurance	2,098	509	0.1
Real estate	26,112	6,333	1.6
Business activities	36,523	8,858	2.3
Education and health	11,485	2,785	0.7
Household of which:	798,323	193,612	50.3
— Purchase of residential properties	629,932	152,774	39.7
— Purchase of transport vehicles	68,531	16,620	4.3
— Others	99,860	24,218	6.3
Impaired loans and advances	1,586,884	384,858	100.0

Securities Portfolio

Financial assets

The classification and subsequent measurement of the securities portfolio are determined based on:

- *Business model* – The business model reflects how the Group manages the financial assets in order to generate cash flows. Specifically, it considers whether the Group’s objective is solely to collect the contractual cash flows from the assets, or is to collect both the contractual cash flows and cash flows from the sale of assets. If neither of these objectives applies (e.g. the financial assets are held for trading purposes), then the financial assets are classified under other business models. Factors considered by the Group in determining the business model for an asset portfolio depends on its past experience in collecting the cash flows, how the asset’s performance is evaluated and reported to key management personnel, and how risks are assessed and managed.
- *Cash flow characteristics* – Where the business model is to hold the financial assets to collect contractual cash flows, or to collect both the contractual cash flows and cash flows from the sale of assets, the Group assesses whether the financial assets’ contractual cash flows represent solely payment of principal and interest (“**SPPI**”). In making this assessment, the Group considers whether the contractual cash flows are consistent with a basic lending arrangement, i.e. interest includes only consideration for time value of money, credit risk, other basic lending risks and a profit margin that is consistent with a basic lending arrangement. Securities with embedded derivatives are considered in their entirety when determining whether their cash flows are SPPI.

Based on these factors, the Group classifies the securities portfolio into one of the following three measurement categories:

- *Amortised cost* – Securities held to collect contractual cash flows which meet SPPI criteria, and that are not designated at fair value through profit or loss (“**FVTPL**”), are measured at amortised cost using the effective interest method. The calculation of effective interest rate takes into account any discount or premium on acquisition, transaction costs and fees or points paid or received between contractual parties. The carrying amount of these assets is presented net of any expected credit loss allowance.
- *Fair value through other comprehensive income (“**FVOCI**”)* – Securities held to collect both contractual cash flows which meet SPPI criteria and cash flows from the sale of assets, and that are not designated at FVTPL, are measured at FVOCI. Changes in fair value are recognised in other comprehensive income, except for impairment losses, interest income and foreign exchange gains or losses on the assets’ amortised cost which are recognised in profit or loss.
- *FVTPL* – Securities that do not meet the criteria for amortised cost or FVOCI, including financial assets held-for-trading are measured at FVTPL. Changes in fair value and interest earned whilst holding the securities are recognised in profit or loss.

In addition, securities that meet the criteria for amortised cost or FVOCI may be irrevocably designated as FVTPL on initial recognition, provided the designation eliminates or significantly reduces recognition inconsistency that would otherwise arise from measuring the assets or liabilities or recognising gains or losses on them on a different basis. Such designation is determined on an instrument-by-instrument basis.

Investments in equity instruments

Investment in an equity instrument that is neither held for trading nor contingent consideration recognised by an acquirer in a business combination may be irrevocably designated at FVOCI. Any dividend received is recognised in profit or loss.

The following tables set out the Group's securities portfolio as at the dates indicated:

Financial Assets At Fair Value Through Profit or Loss

	As at 31 March			
	2022	2023	2024	
	(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)
At fair value				
Money Market Instruments:				
— Bank Negara Monetary Notes	—	2,163,416	788,949	167,115
— Malaysian Government Investment Issues ("MGII")	60,920	287,727	476,634	100,960
— Malaysian Treasury Bills	777,589	5,057,052	636,441	134,811
— Malaysian Government Securities ("MGS")	258,277	582,357	1,909,429	404,454
	<u>1,096,786</u>	<u>8,090,552</u>	<u>3,811,453</u>	<u>807,340</u>
Quoted securities:				
<i>In Malaysia</i>				
— Shares	566,314	627,691	780,376	165,299
— Unit trusts	12,466	20,537	44,875	9,505
— Sukuk	13,315	10,236	10,249	2,171
	<u>592,095</u>	<u>658,464</u>	<u>835,500</u>	<u>176,975</u>
<i>Outside Malaysia</i>				
— Shares	<u>481,104</u>	<u>446,560</u>	<u>1,015,733</u>	<u>215,152</u>
Unquoted securities:				
<i>In Malaysia</i>				
— Shares	31	33	29	6
— Corporate bonds and sukuk	505,888	996,192	1,103,967	233,842
	<u>505,919</u>	<u>996,225</u>	<u>1,103,996</u>	<u>233,848</u>
Total	<u><u>2,675,904</u></u>	<u><u>10,191,801</u></u>	<u><u>6,766,682</u></u>	<u><u>1,433,315</u></u>

	As at 30 September 2024	
	(RM'000)	(U.S.\$ '000)
At fair value		
Money Market Instruments:		
— MGII	1,252,997	303,882
— Malaysian Treasury Bills	985,260	238,950
— MGS	592,784	143,764
	<u>2,831,041</u>	<u>686,596</u>
Quoted securities:		
<i>In Malaysia</i>		
— Shares	791,547	191,969

		As at 30 September 2024	
		(RM'000)	(U.S.\$ '000)
— Unit trusts		22,516	5,461
— Sukuk		10,251	2,486
		824,314	199,916
<i>Outside Malaysia</i>			
— Shares		809,124	196,232
Unquoted securities:			
<i>In Malaysia</i>			
— Shares		29	7
— Corporate bonds and sukuk		993,234	240,883
		993,263	240,890
Total		5,457,742	1,323,634

Financial Investments At Fair Value Through Other Comprehensive Income

		As at 31 March			
		2022	2023	2024	
		(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)
At fair value					
Money Market Instruments:					
— Bank Negara Monetary Notes		—	247,160	—	—
— MGII		2,931,442	3,430,007	3,630,267	768,961
— Foreign Government Investment Issues		13,619	13,309	13,931	2,951
— Malaysia Treasury Bills		—	1,625,810	—	—
— MGS		3,099,232	4,243,108	4,703,417	996,277
— Negotiable Instruments of Deposits		450,001	1,193,273	200,013	42,367
		6,494,294	10,752,667	8,547,628	1,810,556
Quoted securities:					
<i>In Malaysia</i>					
— Unit trusts		69,726	60,551	58,717	12,437
Unquoted securities:					
<i>In Malaysia</i>					
— Corporate bonds and sukuk		7,095,973	8,805,585	10,378,218	2,198,309
— Shares		668,557	676,523	714,780	151,404
		7,764,530	9,482,108	11,092,998	2,349,713
<i>Outside Malaysia</i>					
— Corporate bonds and sukuk		10,423	10,291	—	—
— Shares		611	735	786	166
		11,034	11,026	786	166
Total		14,339,584	20,306,352	19,700,129	4,172,872

		As at 30 September 2024	
		(RM'000)	(U.S.\$ '000)
At fair value			
Money Market Instruments:			
— MGII		4,470,145	1,084,118
— Foreign Government Investment Issues		12,429	3,014
— MGS		5,159,071	1,251,200
— Negotiable Instruments of Deposits		100,011	24,255
		<u>9,741,656</u>	<u>2,362,587</u>
Quoted securities:			
<i>In Malaysia</i>			
— Unit trusts		<u>56,882</u>	<u>13,795</u>
Unquoted securities:			
<i>In Malaysia</i>			
— Corporate bonds and sukuk		9,925,624	2,407,204
— Shares		801,377	194,353
		<u>10,727,001</u>	<u>2,601,557</u>
<i>Outside Malaysia</i>			
— Shares		922	224
Total		<u>20,526,461</u>	<u>4,978,163</u>

Financial Investments At Amortised Cost

		As at 31 March			
		2022	2023	2024	
		(RM'000)	(RM'000)	(RM'000)	(U.S.\$ '000)
At amortised cost					
Money Market Instruments:					
— MGII		980,886	2,459,308	946,020	200,386
— MGS		907,429	1,346,712	795,703	168,545
		<u>1,888,315</u>	<u>3,806,020</u>	<u>1,741,723</u>	<u>368,931</u>
Unquoted securities:					
<i>In Malaysia</i>					
— Corporate bonds and sukuk		4,078,786	5,448,738	5,699,991	1,207,369
		<u>5,967,101</u>	<u>9,254,758</u>	<u>7,441,714</u>	<u>1,576,300</u>
Less: Allowances for ECL		(37,586)	(40,041)	(50,421)	(10,680)
Total		<u>5,929,515</u>	<u>9,214,717</u>	<u>7,391,293</u>	<u>1,565,620</u>

		As at 30 September 2024	
		(RM'000)	(U.S.\$ '000)
At amortised cost			
Money Market Instruments:			
— MGII.....		946,227	229,483
— MGS		794,176	192,607
		<u>1,740,403</u>	<u>422,090</u>
Unquoted securities:			
<i>In Malaysia</i>			
— Corporate bonds and sukuk.....		7,614,277	1,846,646
		<u>9,354,680</u>	<u>2,268,736</u>
Less: Allowances for ECL.....		(49,355)	(11,970)
Total		<u><u>9,305,325</u></u>	<u><u>2,256,766</u></u>

RISK MANAGEMENT

The Group's Risk Management Framework takes its lead from the Board's Approved Group Risk Appetite Framework that forms the foundation of the Group's risk/reward profile.

The Group's Risk Appetite Framework is reviewed and approved annually by the Board taking into account the Group's desired external rating, targeted profitability/return on capital employed ("**ROCE**") and is reviewed periodically throughout the financial year by both the executive management and the Board to consider any enhancements taking into consideration the prevailing, or in anticipation of challenges, to the environment in which the Group operates in.

The Group Risk Appetite Framework provides portfolio limits and triggers for credit risk, traded market risk, non-traded market risk and operational risk and technology risk incorporating, *inter alia*, limit triggers for countries, industries, single counterparties group, product value at risk, stop loss, stable funding ratio and liquidity and Operational Risk Management tools.

Board Approved Risk Appetite Statement

The Group's risk appetite statement is aligned with the AMMB Group's Board-approved Risk Appetite framework.

1. The Group aspires to have a minimum financial institution external rating of AA2 based on reference ratings by RAM Rating Services Berhad ("**RAM Ratings**").
2. The Group aims to maintain a minimum ROCE of 12 per cent. and RWA efficiency (Credit RWA/Exposure at Default) in the range of 40 per cent. to 50 per cent., both based on FIRB.
3. The Group aims to maintain its Capital Ratios at the AMMB Group's internal capital targets under normal conditions.
4. The Group aims to maintain available financial resources in excess of the capital requirements as estimated in the internal capital adequacy assessment process.
5. The Group recognises the importance of funding its own business. It aims to maintain the following:
 - (a) LCR (both consolidated and entity level) at least 10 percentage points above prevailing regulatory minimum;
 - (b) Stressed LCR (both consolidated and entity level) above the regulatory requirement; and
 - (c) NSFR (financial holding company level) above the prevailing regulatory minimum (effective July 2020).
6. The Group aims to maintain adequate controls for all key operational risks (including but not limited to regulatory, compliance, technology, conduct and reputational risks), by:
 - (a) keeping operational losses and regulatory penalties below 0.8 per cent. of profit after taxation and non-controlling interests; and
 - (b) remaining vigilant in risk identification and management to protect its reputation and business franchise.
7. The Group aims for at least 70 per cent. of its non-retail loan and financing portfolio (applicable for loans of at least RM10.0 million) to constitute exposures with low ESG Risk Rating by FY2030.

8. The Group aims to manage its exposures to greenhouse gas emission intensive sectors while continuing to engage and assist its customers onto sustainability pathways toward the AMMB Group's ultimate target of net zero, in line with the country aspiration by FY2050.

Risk Management Governance

The Board is ultimately responsible for the management of risks within the Group. The Risk Management Committee ("RMC") is formed to assist the Board in discharging its duties in overseeing the overall management of all risks including but not limited to credit, market, funding, operational, legal, regulatory, capital, strategic, reputation, sustainability (covering ESG), climate change, Shariah, information technology and cyber risks.

The Board has also established the Management Risk Committees to assist it in managing the risks and businesses of the Group. The committee addresses all classes of risk within its Board-delegated mandate, including balance sheet risk, credit risk, legal risk, operational risk, market risk, liquidity risk, Shariah risk, compliance risk, reputational risk, product risk and business IT risk, climate related risk and sustainability (covering ESG) risk.

The Group's risk management function is aligned with the AMMB Group's risk management practices, where there is an independent risk management function, headed by the Group Chief Risk Officer, who:

- (a) is responsible for establishing an enterprise-wide risk management framework in all areas including financial, credit, market, operational, reputational, security, technology, emerging risks, climate related risk and sustainability risk;
- (b) champions and embeds a positive compliance culture across the Group to ensure that risk taking activities across the Group are aligned to the AMMB Group's risk appetite and strategies; and
- (c) through the RMC, has access to the board of directors of AMMB and the board of directors of the respective banking subsidiaries to facilitate suitable escalation of issues of concern across the organisation.

Credit Risk Management

Credit risk is the risk of loss due to the inability or unwillingness of a counterparty to meet its payment obligations. Exposure to credit risk arises from lending, securities and derivative exposures.

The primary objective of the Group's credit risk management function is to maintain accurate risk recognition identification and measurement to ensure that credit risk exposure is in line with the Group's Risk Appetite Framework and related credit policies and guidelines.

The Group's credit risk management process is depicted in the table below:

Identification	<ul style="list-style-type: none"> • Identify/recognise credit risk on transactions and/or positions • Select asset and portfolio mix
Assessment/ Measurement	<ul style="list-style-type: none"> • Internal credit rating system • Probability of default • Loss given default • Exposure at default • Expected Loss • Gross Impaired Loans
Control/ Mitigation	<ul style="list-style-type: none"> • Portfolio Limits, Counterparty Limits • Non-Retail Pricing and Risk-based Pricing for Retail Banking • Collateral and tailored facility structures (discretionary lending) • Pre-set assessment criteria and acceptance criteria (programme lending)
Monitoring/ Review	<ul style="list-style-type: none"> • Monitor and report portfolio mix • Review Classified Accounts • Review Reschedules and Restructured Accounts • Undertake postmortem credit review • Annual refresh of customer's credit risk rating

For non-retail credits, risk assessment is a combination of both qualitative and quantitative assessment (including the financial standing of the customer or counterparty using the banking subsidiaries' credit rating model where the scores are translated into rating grades) on the customer or counterparty. The assigned credit rating grade forms a crucial part of the credit analysis undertaken for the Group's credit exposures and the overall credit assessment is conducted either through a programme lending or discretionary lending approach.

For retail credits, credit-scoring systems to better differentiate the quality of borrowers are used to complement the credit assessment and approval processes.

To support Credit Risk Management, the Group's rating models for major portfolios have been continuously monitored and implemented to facilitate:

- improvement in the accuracy of individual obligor risk ratings;
- enhancement of pricing models;
- the process of credit decisioning;
- loan loss provision calculation;
- stress-testing; and
- enhancement of portfolio management.

Lending and financing activities are guided by the Group Risk Appetite Framework and internal credit policies that are approved by the Board. This is further supplemented by credit guidelines and GRAF-setting at the management level. GRAF is refreshed at least annually and in relation to credit risk, provides direction as to portfolio management strategies and internal limits designed to deliver the Group's optimal portfolio mix. Credit Risk portfolio management strategies include, amongst others:

- concentration threshold and review triggers linked to:
 - single counterparty credit exposure;

- industry sector exposure; and
- country risk exposure;
- NRCP and RCP which set out the credit principles and requirements for managing credit risk in the wholesale banking, business banking and retail banking portfolios;
- Classified Account Management that is in place for the non-retail model related portfolio sets out the identification and management (including monitoring requirements) of customers that exhibit significant increase in credit risk or show symptoms of potential credit issues; and
- Rescheduled and Restructured (“**R&R**”) Account Management (embedded within the NRCP for wholesale banking and business banking and RCP for retail banking) sets out the controls in managing R&R loans and financing;

Exposures outside of the approval discretions of individual Credit Approval Delegation holder are escalated to the Credit and Commitments Committee of higher approving authority for approval. In the event such exposure exceeds a stipulated customer group threshold within the AMMB Group, the letter of offer shall not be issued until review by the BCC. Portfolio credit risk is reported to the relevant management and board committees.

The Group Management Risk Committee (“**GMRC**”) regularly meets to review the quality and diversification of the Group’s loan and financing portfolio and review the portfolio risk profile against the GRAF and recommend or approve new and amended credit risk policies and guidelines.

Group Risk Management prepares monthly Risk Reports which detail important portfolio composition and trend analysis incorporating asset growth, asset quality, impairments, flow rates of loan and financing delinquency buckets and exposures by industry sectors. These are reported monthly to executive management and are presented at all meetings of the Board.

Capital Risk Management

The Group’s capital management approach is focused on maintaining an optimal capital position that supports the Group’s strategic objectives and risk appetite. In line with the Group’s annual three-year strategy plan, a capital plan is developed to ensure that adequate level of capital and an optimum capital structure is maintained to meet regulatory requirements, the Group’s strategic objectives and stakeholders’ expectations.

The Group uses internal models and other quantitative techniques in its internal risk and capital assessment. They help to estimate potential future losses arising from credit, market and other material risks, and supplement the regulatory formulae to simulate the amount of capital required to support them.

Stress testing is used to ensure that the Group’s internal capital assessment considers the impact of extreme but probable scenarios on its risk profile and capital position. They provide an insight into the potential impact of significant adverse events on the Group and how these events could be mitigated. The Group’s target capital levels are set taking into account its risk appetite and its risk profile under future expected and stressed economic scenarios.

The Group’s assessment of risk appetite is closely integrated with the Group’s strategy, business planning and capital assessment processes, and is used to inform senior management’s views on the level of capital required to support the Group’s business activities.

The capital that the Group is required to hold is determined by its risk exposures after applying collaterals and other risk mitigants.

The Group has in place processes and controls to monitor and manage capital adequacy across the organisation. The Group Assets and Liabilities Committee (“**GALCO**”) is responsible for overseeing and managing the Group’s capital and liquidity positions.

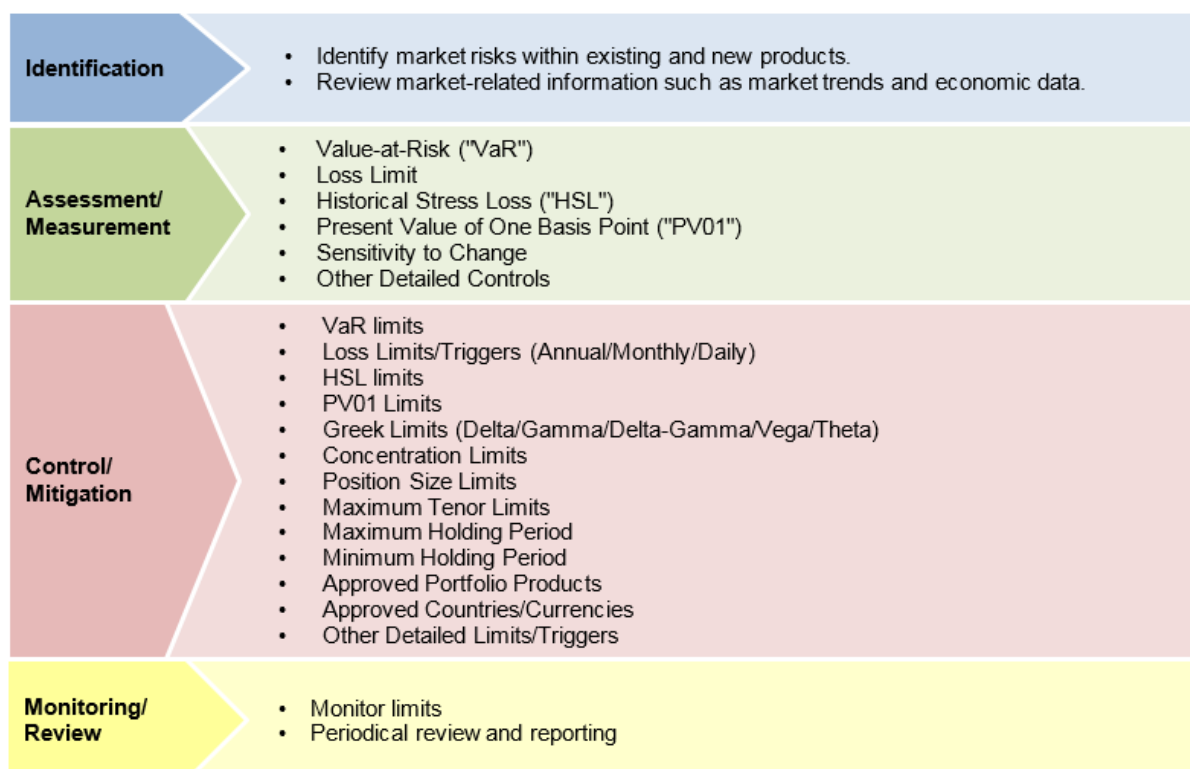
A strong governance and process framework is embedded in the Group’s capital planning and assessment methodology. Overall responsibility for the effective management of risk rests with the Board. RMC is specifically delegated the task of reviewing all risk management issues, including oversight of the Group’s capital position and any actions impacting the capital levels.

Market Risk Management

Market risk is the risk of losses due to adverse changes in the level or volatility of market rates or prices, such as interest rates, credit spreads, equity prices and foreign exchange rates. The Group differentiates between two categories of market risk: Traded Market Risk (“**TMR**”) and Non-Traded Market Risk (“**NTMR**”). Assessment, control and monitoring of these risks are the responsibility of the Investment Banking and Markets Risk (“**IBMR**”) department.

Traded Market Risk (“**TMR**”)

The TMR management process is depicted in the table below.



TMR arises from transactions in which the Group acts as principal with clients or the market. It involves taking positions in fixed income, equity, foreign exchange, commodities and/or derivatives. The objectives of TMR management are to understand, accurately measure and work with the business to ensure exposures are managed within the Board and GMRC approved limit structures and risk appetite. This is done via robust TMR measurement, limit setting, limit monitoring and collaboration and agreement with the business units.

Value-at-Risk (“**VaR**”), Loss Limits, Historical Stress Loss (“**HSL**”) and other detailed management controls are used to measure, monitor and control TMR exposures. VaR is a quantitative measure where the Group

applies recent historic market conditions to estimate potential losses in market value, at a certain confidence level and over a specified time horizon (i.e. holding period). Loss limits serve to alert management on the need to take relevant and appropriate actions once they are triggered.

To complement VaR, HSL is used as a measure of the potential impact on portfolio values due to more extreme, albeit plausible, market movements. In addition, HSL is used to gauge and ensure that the Group is able to absorb extreme, unanticipated market movements.

Apart from VaR, Loss Limits and HSL, additional sensitivity controls (e.g. Greek Limits/PV01 Limits) and indicators are used to monitor changes in portfolio value due to changes in risk factors under different market conditions.

IBMR independently monitors risk exposures against limits on a daily basis. Portfolio market risk positions are independently monitored and reported by IBMR to GMRC, RMC and the Board. Furthermore, policies and procedures are in place to ensure prompt action is taken in the event of non-adherence to limits. Business units exposed to traded market risk are required to maintain risk exposures within approved risk limits and to provide an explanation for any non-adherence event to senior management.

The Group adopts the Standardised Approach for market risk capital charge computation. The capital charge serves as a buffer against losses from potential adverse market movements.

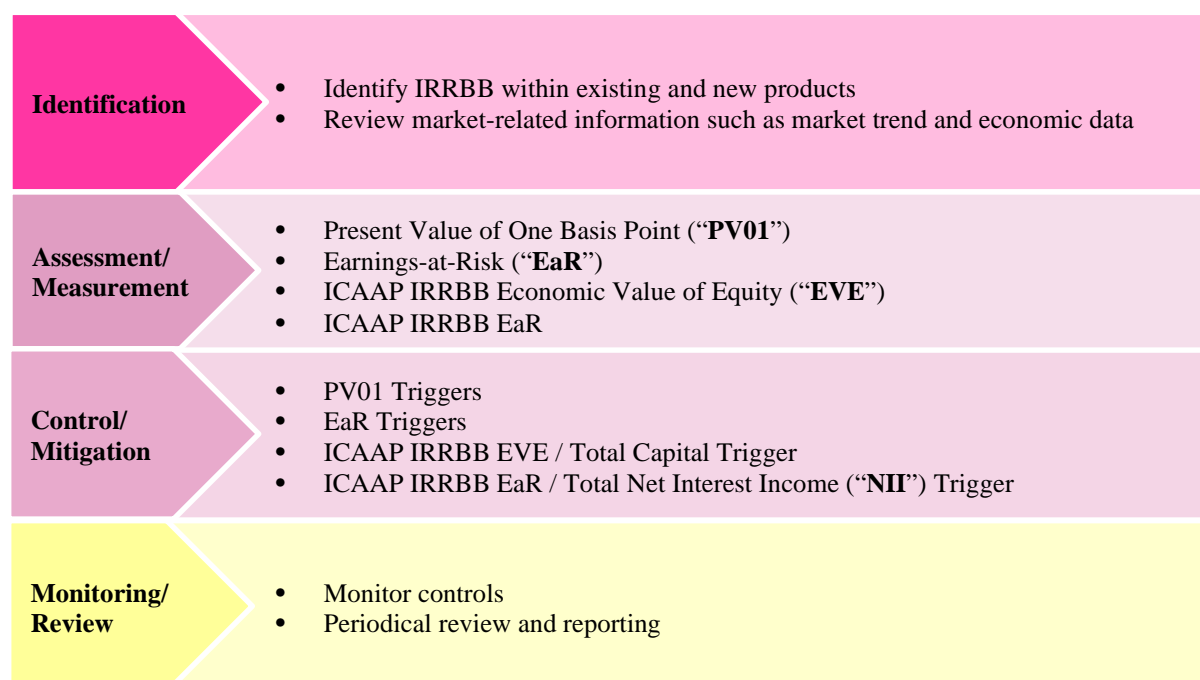
IBMR is committed to ongoing improvements in market risk processes and systems and allocates substantial resources to this endeavour.

Non-Traded Market Risk

NTMR refers to interest rate risk in the banking book, including those arising from balance sheet management activities as covered under the risk appetite.

Interest Rate Risk in the Banking Book (“IRRBB”)

The IRRBB risk management process is depicted in the table below:



IRRBB arises from changes in market interest rates that impact core net interest income, future cash flows or fair values of financial instruments. This risk arises from mismatches between repricing dates of assets and liabilities, changes in yield curves, volatilities in interest margins and implied volatilities on interest rate options. The provision of retail and wholesale banking products and services (primarily lending and deposit taking activities) creates interest rate-sensitive positions in the Group's statement of financial position.

The principal objectives of balance sheet risk management are to manage interest income sensitivity while maintaining acceptable levels of IRRBB and funding risk, and to manage the economic value of the Group's capital.

The Board's oversight of IRRBB is supported by GALCO and GMRC. The Board and GMRC are responsible for the alignment of the Group-wide risk appetite. GALCO reviews strategies to ensure a comfortable level of IRRBB is maintained, taking into consideration the Group's business strategies and is responsible for overseeing the Group's gapping positions, asset growth and liability mix against the interest rate outlook. The Group has successfully engaged long-term borrowings and written interest rate swaps to manage IRRBB and maintained an acceptable gapping profile as a result. In accordance with the Group's policy, IRRBB positions are monitored monthly and hedging strategies are employed to ensure risk exposures are maintained within management established limits.

The Group measures the IRRBB exposures using PV01. PV01 is a quantitative measure to assess the impact of an absolute change in economic value due to one basis point movement in market interest rates.

The Group complements PV01 by stress testing IRRBB exposures to highlight potential risks that may arise from extreme market events that are rare but plausible.

Key assumptions in the gap and sensitivity analysis relate to the behaviour of interest rates and spreads, changes in loan and deposit product balances due to behavioural characteristics under different interest rate environments. Material assumptions include the repricing characteristics and the stability of indeterminate or non-maturity deposits and loans.

The rate scenarios may include rapid ramping of interest rates, gradual ramping of interest rates and narrowing or widening of spreads. Usually each analysis incorporates what management deems the most appropriate assumptions about customer behaviour in an interest rate scenario. However, in certain cases, assumptions are deliberately changed to test the Group's exposure to a specified event.

The Group's strategy seeks to optimise exposure to IRRBB within management approved limits. This is achieved through the ability to reposition the interest rate exposure of the statement of financial position using various product and funding strategies, supported by interest rate hedging activities using interest rate swaps and other derivatives. These approaches are governed by the Group's policies in the areas of product and liquidity management, as well as the trading book and banking book policy, hedging policies and non-traded interest rate risk framework.

IRRBB exposures are monitored by IBMR and positions reported to the GALCO, GMRC, RMC and the Board.

Liquidity Risk and Funding Management

Liquidity risk is the risk that the organisation either does not have sufficient financial resources available to meet all its obligations and commitments as they fall due or can only access these financial resources at an unreasonable cost. Liquidity risk exposure arises mainly from the deposit-taking and borrowing activities, market disruption and, to a lesser extent, significant drawdown of funds from previously contracted financing and purchase commitments. Funding management is the ongoing ability to raise sufficient funds to finance

actual and proposed business activities at a reasonable cost. Improper funding management may lead to liquidity problems. On the other hand, insufficient liquidity risk management may also give rise to funding risk.

The liquidity risk management process is depicted in the table below:

Identification	<ul style="list-style-type: none"> • Identify liquidity risk within existing and new business activities • Review market-related information such as market trend and economic data • Keep abreast with regulatory requirements
Assessment/ Measurement	<ul style="list-style-type: none"> • Liquidity Coverage Ratio (“LCR”) • Net Stable Funding Ratio (“NSFR”) • Depositor Concentration Ratios • Other Detailed Controls
Control/ Mitigation	<ul style="list-style-type: none"> • LCR Limits/Triggers • NSFR Limits/Triggers • Depositor Concentration Ratios • Other Detailed Triggers/Targets
Monitoring/ Review	<ul style="list-style-type: none"> • Monitor controls • Periodical review and reporting

The liquidity risk management of the Group is aligned to the LCR policy document and NSFR policy document issued by BNM. The primary objective of liquidity risk management is to ensure the availability of sufficient funds at a reasonable cost to honour all financial commitments when they fall due. This objective is partly managed through the maintenance of a portfolio of high-quality liquid assets to protect against adverse funding conditions and to support day-to-day operations. The secondary objective is to ensure an optimal funding structure and to balance the key liquidity risk management objectives, which includes diversification of funding sources, customer base and maturity period.

The Board provides liquidity risk management oversight, including setting and reviewing the liquidity risk appetite, while GALCO is the core management committee established by the Board to oversee the overall liquidity management of the Group.

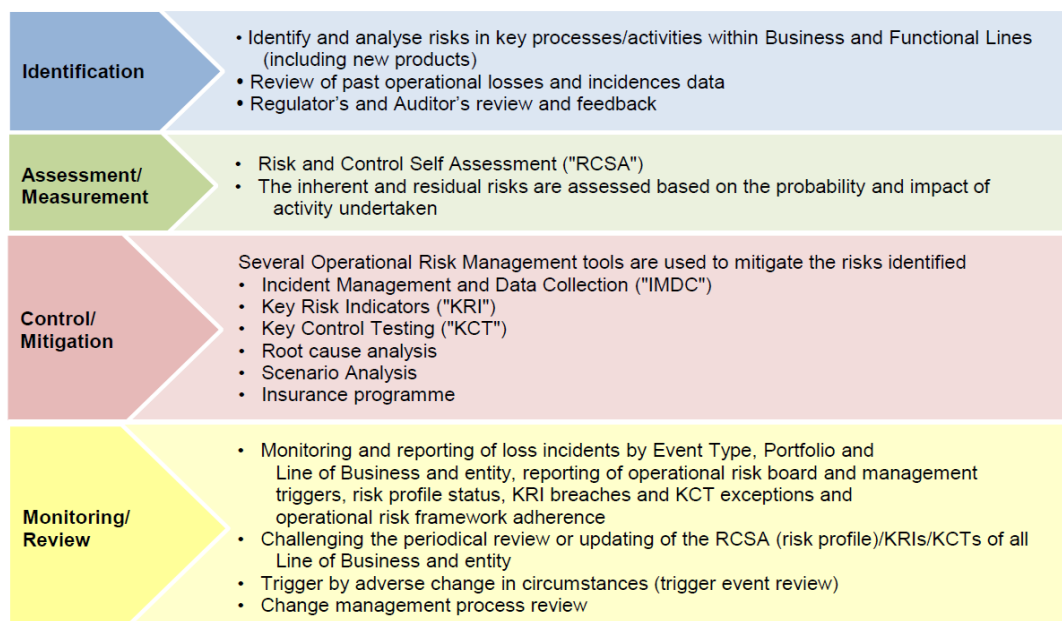
The Group has put in place a contingency funding plan (the “**Contingency Funding Plan**”) which is established by Capital and Balance Sheet Management (“**CBSM**”) to identify early warning signals of possible liquidity problems. The Contingency Funding Plan also sets out the detailed responsibilities among the relevant departments in the event of an actual liquidity crisis occurring to ensure orderly execution of procedures to restore the liquidity position and confidence in the organisation.

Various liquidity measurements have been put in place to support the broader strategic objectives of the Group and, amongst others, include the BNM LCR, BNM NSFR, Depositor Concentration Ratio and other liquidity ratios. IBMR is responsible for developing and monitoring the controls and limits, while GTM and CBSM are responsible for ensuring that controls and limits are within the thresholds set.

Stress testing is undertaken to assess and plan for the impact for various scenarios which may put the Group’s liquidity at risk. The Group further stresses the importance of stable funding sources to finance placements and loans and advances to customers. They are monitored using the LTF ratio, which compares loans and advances to customers as a percentage of the Group’s total funds.

Operational Risk Management

The Group's operational risk management process is depicted in the table below:



Operational risk is defined as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external incidents which include but are not limited to outsourcing risk, information technology (including cyber security) risk, reputational risk and Shariah risk.

Operational Risk Appetite ("ORA") is set as part of overall GRAF, which sets the acceptable tolerance levels of operational risk that the Group is willing to accept, taking into consideration of the relevant financial and non-financial risk or return attributes in order to support the achievement of Group's strategic plan and business objectives. The ORA statements and measurements are classified based on operational risk loss event types, which are grouped into five categories as below and monitored via Incident Management and Data Collection ("IMDC"), Key Risk Indicators ("KRI") and Key Control Testing ("KCT"):

- fraud (internal and external);
- employment practices and workplace safety;
- client, products and business practices;
- business disruption, system failures and damage to physical assets; and
- execution, delivery and process management.

The strategy for managing operational risk in the Group is based on the three lines of defence concept which are as follows:

- the first line of defence is responsible for the management of operational risk in order that accountability and ownership is as close as possible to the activity that creates the risk, and ensuring that effective actions are taken to manage the risks. Enhanced first line of defence provides a business specific focus on the implementation of operational risk management activities and supports more effective day-to-day monitoring of operational risk;

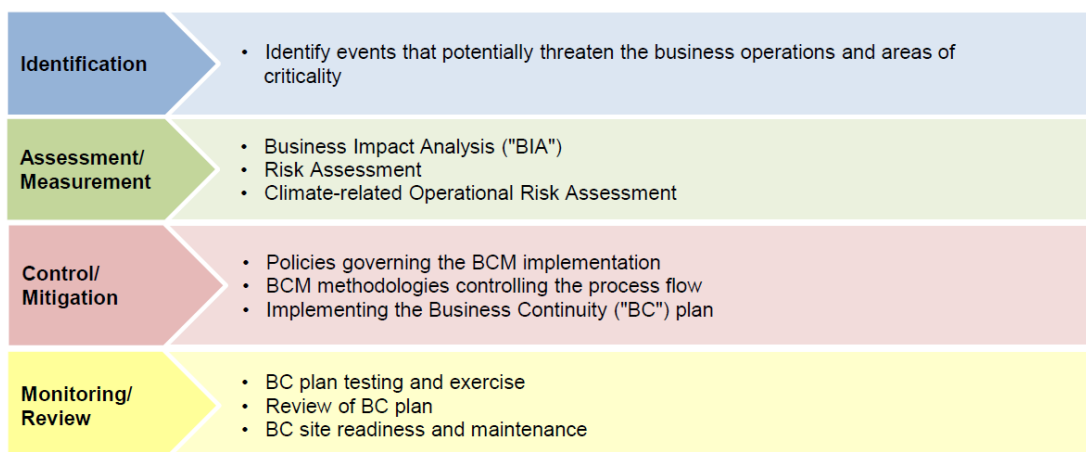
- in the second line of defence, the Group Operational Risk department is responsible for exercising governance over operational risk through the management of the operational risk management framework, policy development and communication, quality assurance of internal controls, operational risk measurement, validation of first line of defence effectiveness, operational risk management training and reporting of operational risk triggers, breaches, KCT exceptions and operational loss incidents to GMRC, RMC and the Board; and
- the Group Internal Audit Division acts as the third and final line of defence by providing independent assurance on the effectiveness of internal controls through its periodic audit programme.

The Group Operational Risk Department maintains close working relationships with all lines of business, continually assisting in the identification of operational risks inherent in their respective business activities, assessing the impact and significance of these risks and ensuring that satisfactory risk mitigation measures and controls are in place. Various tools and methods are employed to identify, measure, control and monitor/report operational risk issues within the Group. The operational risk management process contains the following tools:

- the IMDC module provides a common platform for reporting operational risk incidents that fall within one of the seven event types as stated in Basel II. IMDC also serves as a centralised database of operational risk incidents to model the potential exposure to operational risks in future and estimate the amount of economic capital charge;
- the Risk and Control Self Assessment (“**RCSA**”) is a process of continual identification, assessment of risks and controls effectiveness. By using structured questionnaires to assess and measure key risk and its corresponding control effectiveness, RCSA provides risk profiling across the Group;
- the KRI module provides early warning of increasing risk and/or control failures by monitoring the changes of the underlying risk measurements;
- the KCT is the test step or assessment performed periodically to assure that the key controls are in place and they are operating as intended or effective in managing the operational risks;
- root cause analysis is conducted by the operational risk relationship managers within Group Operational Risk to prevent recurrence of operational risk incidents; and
- scenario analysis is a forward-looking assessment tool to assess the severity impact on the Group’s profitability and capital adequacy should the plausible and worse case scenarios materialise.

The GMRC, RMC and Board are the main reporting and escalation committees for operational risk matters including outsourcing risk, IT (including cyber) risk, legal risk and business continuity management.

The Business Continuity Management (“**BCM**”) process of the Group is depicted in the table below:



The BCM function forms an integral part of operational risk management. It places the importance of maintaining a BCM framework and policies to identify events that could potentially threaten the Group's operations and establishment of critical functions through Business Impact Analysis ("BIA") exercise, for the development of recovery strategy. BCM builds the resilience and recovery capability to safeguard the interest of the Group's stakeholders by protecting the Group's brand and reputation.

The BCM process complements the efforts of the recovery team and specialist units to ensure that the Group has the required critical capabilities and resources, such as IT disaster recovery, alternate workspace and effective communication during interruptions.

The Group is continuously reviewing the level of business operations resiliency to enhance BCM capability throughout all critical departments and branches across the region. Training is an ongoing agenda to heighten BCM awareness and inculcate a business resiliency culture.

The Group integrates climate-related operational risk into its BCM programmes and activities to ensure the continuity of its Critical Business Functions ("CBF") and Key Third-Party Service Providers ("TPSP") in the face of climate-related events. The integration shall include an objective risk assessment from credible external parties that evaluates the climate-related risk vulnerabilities of CBFs and TPSPs.

Cyber Risk Management

Cyber security risks remain a persistent threat for the financial industry. The constantly evolving nature and sophistication of cyber threats and attack vectors calls for increased vigilance, readiness and ability to respond to upcoming threats. The resilience of the Group's IT infrastructure and cyber security capabilities are of paramount importance, especially with regard to safeguarding customers' information.

The Group continues to enhance its cyber security controls framework, execute internal assessment reviews, build defence mechanisms and uplift governance processes alongside the Group's cyber risk management strategy in order to identify threats in a timely manner, and build or enhance the right defences to mitigate risks. Creating a security mindset for employees and customers via its cyber security awareness programmes also remains a priority.

The Group Technology Risk team acts as a second line of defence to monitor alongside the first line of defence to ensure that risks and controls are properly managed. The Group's technology risk management capabilities include oversight over infrastructure security risk, data leakage risk, application security risk and third-party security risk.

Group Technology Risk works closely with all business and functional lines to identify cyber risks inherent in the respective business activities, impact assessment and ensuring remedial actions are in place to mitigate risks

accordingly. Various tools and methods are employed (similar to operation risk tools) to support the execution of these assessments. Progressive tracking and advisory are performed in parallel to execute an effective security programme to combine maturity-based and risk-based programmes towards proactive cyber security.

Legal Risk

In all jurisdictions that the Group conducts its business, there could be potential legal risks arising from breaches of applicable laws, unenforceability of contracts, lawsuits, adverse judgment, failure to respond to changes in regulatory requirements and failure to protect assets (including intellectual properties) owned by the Group which may lead to losses, business disruption or otherwise impact on the Group's financials or reputation.

Legal risk is overseen by GMRC/Group Management Committee, upon advice by internal legal counsel and, where necessary, in consultation with external legal counsel, to ensure that such risks are appropriately managed.

Regulatory Compliance Risk

The Group has zero tolerance for any form of regulatory breaches (including bribery or corruption and Shariah non-compliance events). The Group is committed to always maintain the highest integrity and ethical standards by complying with its Code of Conduct and applicable laws and regulations to protect the Group's business and promote operational excellence through ethical behaviour.

The Group has in place a compliance framework to promote the safety and soundness of the Group by minimising financial, reputational and operational risks arising from regulatory non-compliance.

The Group Chief Compliance Officer has a direct reporting line to the RMC. A governance structure is in place for the escalation and reporting of compliance risks and issues through monthly compliance reports to the RMC and Board.

The compliance framework details the roles and responsibilities for compliance with regulatory guidelines and requirements. The responsible parties are accountable for the management of compliance risks associated with the Group's processes and increasing awareness on the role of every employee to be compliant and to safeguard the Group's reputation against any potential legal violations and/or regulatory non-compliance. The senior management team is responsible for communicating the compliance framework to all employees, as well as implementing appropriate actions for instances of non-compliances.

The Group Management Governance and Compliance Committee, comprising the senior management team from Group Compliance, Group Risk, Group Internal Audit and the business, meets regularly to discuss and deliberate on regulatory updates, compliance issues and areas of non-compliance. The Group believes in and embraces a strong compliance culture to reflect a corporate culture of high ethical standards and integrity where the Board and senior management lead by example.

The Group continues to exercise and enhance its due diligence governance process and remains vigilant towards emerging risks and is sensitive towards heightened regulatory surveillance and enforcement.

PRINCIPAL SHAREHOLDERS

Share Capital

The issued and paid-up share capital of the Issuer as at 30 September 2024 is as follows:

Type	No. of shares	Amount (RM '000)
Issued and paid-up capital:		
Ordinary Shares	949,927,564	3,040,465
Class of Shares	Ordinary Shares	
Voting Rights	Voting rights are granted to holders of ordinary shares as stated in the Constitution of the Issuer	

Shareholders

As at 30 September 2024, the Issuer is wholly owned by AMMB Holdings Berhad.

MANAGEMENT AND EMPLOYEES

Board of Directors of the Issuer

The Issuer's Board of Directors currently comprises seven directors, all of whom are Non-Executive Directors. Of the seven Non-Executive Directors, six are independent.

The Malaysian Companies Act 1965 has been repealed by the Malaysian Companies Act 2016 (the "**Act**"). Although the Act has the effect of repealing and superseding the Companies Act 1965, all companies validly incorporated under the Companies Act 1965 shall be deemed to have been incorporated under the Act and shall continue to operate as a going concern. The Act also allows for various operational procedures adhered to by such companies under the Companies Act 1965 to continue to be valid under the Act.

In accordance with the Constitution of the Issuer, the number of directors shall not be less than three and shall not be subject to any maximum, unless otherwise determined by its shareholders. Pursuant to the Act, an election of directors shall take place each year and, in every year, thereafter one-third of the directors for the time being, or if their number is not multiple of three, then the number nearest to but not exceeding one-third shall retire from office. A retiring director shall be eligible for re-election.

The current directors of the Issuer are as follows:

Name	Position	Date of appointment
Seow Yoo Lin	Independent Non-Executive Chairman	18 June 2024
Soo Kim Wai	Non-independent Non-Executive Director	2 January 2019
Dato' Sri Abdul Hamidy Abdul Hafiz	Independent Non-Executive Director	7 January 2016
Dr Veerinderjeet Singh a/l Tejwant Singh	Independent Non-Executive Director	1 June 2017
U Chen Hock	Independent Non-Executive Director	3 July 2018
Ng Chih Kaye	Independent Non-Executive Director	2 January 2019
Foong Pik Yee	Independent Non-Executive Director	26 September 2021

The Board meets at least 10 times in a year, with additional meetings scheduled as required, to consider and discuss the latest financial and operational developments, as well as strategic and policy issues, and to ensure that disclosures are in accordance with accounting standards and regulatory guidelines. The Issuer complies with the standard set out in BNM's policy on Corporate Governance that a majority of the Board shall comprise independent directors at all times.

Profiles of Directors

Seow Yoo Lin

Mr. Seow Yoo Lin ("**Mr. Seow**"), a Malaysian, aged 68, was appointed to the Board on 18 June 2024 as Chairman and Independent Non-Executive Director.

Mr. Seow also sits on the board of directors of AMMB as Senior Independent Non-Executive Director. Mr. Seow is a Member of the Group Nomination and Remuneration Committee, Group Information Technology Committee and AEC of AMMB.

Mr. Seow joined KPMG Malaysia in 1977 and became a qualified Certified Public Accountant in 1980. In 1983, he was seconded to KPMG United States to gain overseas experience, specialising in banking assignments. He returned in 1985 and was admitted as partner in 1990.

He has been the audit partner of a wide range of companies, including public listed and multinational companies in banking and finance, manufacturing and trading and services. In addition, he held various leadership roles such as Human Resources Partner, Partner in charge of Financial Services and a member of the KPMG Asia Pacific Board.

He was a member of the Executive Committee of the Malaysian Institute of Certified Public Accountants (“**MICPA**”) from 2009 to 2011 and a Council Member of the Malaysian Institute of Accountants (“**MIA**”) from 2007 to 2011. He was the Managing Partner of KPMG Malaysia from 2007 to 2010. He retired from the firm in 2011.

Mr. Seow holds a Master of Business Administration degree from the International Management Centre in Buckingham, United Kingdom. He is a member of the MIA, MICPA and Malaysian Institute of Management.

Soo Kim Wai

Mr. Soo Kim Wai (“**Mr. Soo**”), a Malaysian, aged 64, was appointed to the Board on 2 January 2019 as Non-Independent Non-Executive Director. He is a member of the BCC of the Issuer.

Mr. Soo is currently the Group Managing Director of Amcorp Group Berhad. He joined Amcorp Group Berhad in 1989 as Senior Manager, Finance, and had held various positions before he was promoted to his current appointment. Prior to that, he was with Plantation Agencies Sdn Bhd from 1985 to 1989, and in the accounting profession for five years with Deloitte KassimChan from 1980 to 1985.

Mr. Soo has been a Non-Independent Non-Executive Director of AMMB for over 20 years and he is a member of the Group Nomination and Remuneration Committee of AMMB. Mr. Soo is currently the Non-Independent Non-Executive Chairman of AmREIT Managers Sdn Bhd (the manager of AmFirst Real Estate Investment Trust) and AmREIT Holdings Sdn Bhd. Apart from AMMB, his directorships in other public companies include RCE Capital Berhad (listed on Bursa Malaysia) and Amcorp Properties Berhad. Mr. Soo also sits on the board of other private limited companies and foreign companies. He is currently the Non-Independent Non-Executive Chairman of Amcorp Global Limited (a company listed on the Mainboard of Singapore Exchange Limited).

Mr. Soo is a member of the MIA and MICPA. He is also a fellow of the Certified Practising Accountant, Australia and the Association of Chartered Certified Accountants (“**ACCA**”), United Kingdom.

Dato’ Sri Abdul Hamidy Abdul Hafiz

Dato’ Sri Abdul Hamidy Abdul Hafiz (“**Dato’ Sri Hamidy**”), a Malaysian, aged 68, was appointed to the Board on 7 January 2016 as an Independent Non-Executive Director. He is the Chairman of the BCC of the Issuer. Dato’ Sri Hamidy also sits on the board of a subsidiary of AMMB, namely AmBank Islamic as the Independent Non-Executive Chairman and serves as the Chairman of the BCC of AmBank Islamic.

Dato’ Sri Hamidy is an experienced banker with over 30 years of extensive banking experience in the fields of commercial and finance banking, investment banking and Islamic banking. He was previously the Chief Executive Officer of Kuwait Finance House (Malaysia) Berhad, and prior to that, the Chairman of Danajamin Nasional Berhad. He was also previously the Managing Director/Chief Executive Officer of Affin Bank Berhad, Chairman of the Association of Banks Malaysia, Managing Director of Pengurusan Danaharta Nasional Berhad

and an Independent Non-Executive Director of Chubb Insurance Malaysia Berhad, and Sime Darby Berhad. Dato' Sri Hamidy also served as the Chairman of Corporate Debt Restructuring Committee from 2009 until the end of February 2020.

Dato' Sri Hamidy currently serves as a member of the Appeals Committee of Bursa Malaysia Berhad. Dato' Sri Hamidy holds a Bachelor's Degree and a Master in Business Administration from Ohio University, United States of America.

Dato' Sri Hamidy has reached nine-year tenure on 6 January 2025 and accordingly, he will retire from the Board and cease to be an Independent Non-Executive Director on 7 January 2025.

Dr Veerinderjeet Singh a/l Tejwant Singh

Dr Veerinderjeet Singh a/l Tejwant Singh ("**Dr Veerinderjeet**"), a Malaysian, aged 68, was appointed to the Board on 1 June 2017 as an Independent Non-Executive Director. He is the chairman of the AEC and a member of the RMC of the Issuer.

Dr Veerinderjeet had served as a Tax Partner/Executive Director at Arthur Andersen and Ernst & Young in Malaysia and had also served in the Malaysian Inland Revenue Department. He has over 40 years of experience in the tax profession as an Inland Revenue Officer, academic, consultant, author and tax observer.

Dr Veerinderjeet currently serves as a council member of MICPA and was a past president of MICPA. He is also the current Chairman of Ethics Standards Board of MIA. He was also a council member and past president of the MIA and the Chartered Tax Institute of Malaysia ("**CTIM**"). Dr Veerinderjeet was appointed as ex-officio member of the Financial Reporting Foundation in conjunction with his presidency in MIA. He is also an Adjunct Professor at the School of Business, Monash University in Malaysia.

Dr Veerinderjeet currently sits on the boards of Malaysian Rating Corporation Berhad, ICC Malaysia Berhad and Mesiniaga Berhad as an Independent Non-Executive Director. He is also a Non-Executive Director and Chairman of MARC Data Sdn Bhd, a subsidiary of Malaysian Rating Corporation Berhad. In addition, he was appointed as a Director of ZICO Holdings Inc, a listed company on the Singapore Exchange. He is currently the Senior Advisor on Tax Policy at KPMG Malaysia. Dr Veerinderjeet also serves on the Board of Trustees of the International Bureau of Fiscal Documentation (a renowned tax research body in the Netherlands). He is also a member of the ICC Global Tax Commission and has been appointed Vice Chair of the Commission from 1 June 2022 for a three-year term.

Prior to joining the Board, Dr Veerinderjeet was on the board of the Bank of Nova Scotia Berhad. He was the Non-Executive Chairman of Tricor Services (Malaysia) Sdn Bhd until 29 February 2024. Besides that, he had also been the Non-Executive Chairman of MARC Ratings Berhad and was on the board of UMW Holdings Berhad.

Dr Veerinderjeet received a first class honours degree in accounting from the University of Malaya and a Doctorate from the Universiti Putra Malaysia. Dr Veerinderjeet is a member of MICPA, MIA and CTIM.

U Chen Hock

Mr. U Chen Hock ("**Mr. U**"), a Malaysian, aged 68, was appointed to the Board on 3 July 2018 as an Independent Non-Executive Director where he currently serves as the chairman of the RMC and a member of the AEC of the Issuer.

Mr. U is a career banker with over 36 years of extensive experience in corporate, commercial, investment and consumer banking. Throughout his career, Mr. U had held senior leadership roles in Malaysia, Taiwan and Hong Kong at a global banking group. He also served as the Chief Executive Officer of an investment bank and an Executive Director of a major local banking group in Malaysia prior to his retirement in April 2017.

Mr. U's contributions to the banking industry extended beyond his professional roles. He served as the Chairman of the Financial Planning Association of Malaysia for two terms between 2005 and 2007.

He is currently also an Independent Non-Executive Chairman of the board of directors of Tokio Marine Life Insurance Malaysia Bhd, and a member of its Risk Management and Compliance Committee, Audit Committee, Nomination Committee and Remuneration Committee.

He holds a Bachelor of Economics and Management (Honours) degree from the National University of Malaysia and is accredited as a Certified Financial Planner by the Financial Planning Standards Board, United States of America. Mr. U has also attended numerous Senior Executive Leadership Programmes at INSEAD, London Business School, Duke Corporate Education and IMD Business School.

Ng Chih Kaye

Mr. Ng Chih Kaye ("**Mr. Ng**"), a Malaysian, aged 69, was appointed to the Board on 2 January 2019 as an Independent Non-Executive Director. He is a member of the BCC of the Issuer.

Mr. Ng began his career at a firm of Chartered Accountants in London, and later at KPMG, Kuala Lumpur. He then served Malayan Banking Berhad for 25 years in the areas of internal audit, credit control and asset recovery until he retired as Executive Vice President in 2010. Presently, Mr. Ng is an examiner with the Asian Institute of Chartered Bankers. Mr. Ng is currently an Independent Non-Executive Director of AmFunds Management Berhad (a subsidiary of AmInvestment Bank).

Mr. Ng is a member of the MIA and a fellow of the ACCA.

Foong Pik Yee

Ms. Foong Pik Yee ("**Ms. Foong**"), a Malaysian, aged 65, was appointed to the Board on 26 September 2021 as an Independent Non-Executive Director. She is a member of the AEC and RMC of the Issuer.

Ms. Foong has over 40 years of experience in the banking sector and the accounting profession (audit and consultancy). Her experience in the banking sector was with international banks and a Malaysian public listed bank covering all aspects of general management, finance, risk management, sales and marketing, product management and operations. She had worked in Malaysia, Hong Kong, Singapore, Australia and the Middle East. Ms. Foong returned to Malaysia under Talentcorp's Returning Expert Programme and was the Chief Financial Officer of Hong Leong Bank from January 2013 until her retirement in June 2019 where she directed and oversaw all matters relating to finance covering financial accounting, statutory and management reporting, capital management, taxation, corporate finance and investor relations.

Ms. Foong is currently an Independent Non-Executive Director of Prudential Assurance Malaysia Berhad, Paramount Corporation Berhad and QSR Brands (M) Holdings Bhd. She is also an Independent Non-Executive Director of AmMortgage One Berhad, a wholly owned subsidiary of the Issuer. Prior to joining the Board, she was on the board of AmBank Islamic. Besides directorship in companies, Ms. Foong also serves on the Industry Advisory Board of the business school of Monash University, Malaysia, from 2016 to now. She is also a mentor at the Institute of Chartered Accountants in England and Wales's Women in Leadership programme and the Malaysia Australia Business Council mentoring programme.

Ms. Foong is a Chartered Accountant and Chartered Banker. She obtained her Bachelor of Commerce from the University of Melbourne, Australia, and Master of Business Administration from Monash University, Australia.

Committees

Under the Group's corporate governance structure, the Board delegates some of its duties to specific committees. In compliance with statutory requirements, the Board has established the following committees:

Overall Management

The Group Nomination and Remuneration Committee

The Group Nomination and Remuneration Committee is established at AMMB level and comprises four members, a majority of whom are Independent Directors and is chaired by an Independent Non-Executive Director of AMMB. The key responsibilities of the Group Nomination and Remuneration Committee include, amongst others, the following:

- reviewing and assessing the appointment/re-appointment and remuneration of Directors, Shariah Committee members and Senior Management for recommendation to the Board;
- advising the Board on the optimal size and mix of skills of the Board and Board Committees;
- overseeing the succession planning for the Board Chairman, Directors, Shariah Committee members, Senior Management and expatriate-filled positions in the Group; and
- overseeing the establishment of a formal and transparent procedure for the performance evaluation of Directors, Shariah Committee members and Senior Management.

The Risk Management Committee

The RMC currently comprises three members, all of whom are Non-Executive Directors and is chaired by an Independent Non-Executive Director. RMC is formed to assist the Board in discharging its duties in overseeing the overall management of all risks, covering, but not limited to, credit, market, funding, operational, legal, regulatory, capital, strategic reputation, sustainability (covering ESG), climate change, Shariah, information technology and cyber risks.

The Audit and Examination Committee

The AEC currently comprises three members, all of whom are Independent Non-Executive Directors, and is chaired by an Independent Non-Executive Director.

The Board has appointed the Committee to assist in discharging its duties of maintaining a sound system of internal control to safeguard the Group's assets and shareholders' interest.

The duties and responsibilities of the Committee among others include:

- to provide independent oversight of financial reporting and internal control systems that facilitates appropriate checks and balances within the Group;
- to serve as an independent and objective party in the review, where appropriate, of the financial information of the Group that is presented by the management to the Board and shareholder(s); and
- to provide an independent and objective review of related party transactions and conflict of interest situations.

Group Information Technology Committee

The Group Information Technology Committee is established at AMMB level to assist the Board of Directors of respective entities of the Group in discharging its responsibilities relating to the oversight of the Group's information technology ("IT"), digitalisation, and technology-related innovation strategies. The Committee ensures that the overall strategic IT direction is aligned with the Group's business objectives and strategy. The Group Information Technology Committee comprises of three members, a majority of whom are Independent Non-Executive Directors and is chaired by an Independent Non-Executive Director. The key responsibilities of the Group Information Technology Committee include, amongst others, the following functions:

- reviewing and recommending Group-wide IT policies, procedures, and frameworks, including IT security, IT risk management, and e-banking services, to ensure effective internal control systems and reliable management information systems;
- providing strategic oversight for Group-wide IT, digital, and cybersecurity development within the Group and ensuring that IT, cybersecurity, digital and technology-related innovation strategic plans are aligned and integrated with the Group's business objectives and strategy;
- reviewing and endorsing long-term IT, digital, and cybersecurity strategic plans and budgets, and monitor their implementation progress;
- reviewing IT, digital, and cybersecurity planning and strategy, including the financial, tactical and strategic benefits of proposed significant information technology-related projects and initiatives;
- overseeing the adequacy and utilisation of the Group's IT resources, including computer hardware, software, personnel who are involved in the development, modification, and maintenance of computer programmes, and related standard procedures, as well as recovery controls to mitigate disruption of operations and services;
- ensuring that Senior Management regularly provides status updates on both key performance indicators and forward-looking risk indicators, together with sufficient information on key technology risks and critical technology operations;
- reviewing and recommending any deviation from BNM technology-related policies and guidelines after a robust assessment of related risks;
- the overall oversight function on IT matters, including ex-ante risk assessments on e-banking services and the usage of cloud services; and
- advise the Board on matters within the scope of the Group Information Technology Committee, as well as any major IT-related issues that merit the attention of the Board.

Group Internal Audit Department

The Group Internal Audit Department (“**GIAD**”) functions under an Internal Audit Charter from the AEC that identifies its purpose, authority, scope, independence and responsibility.

GIAD is an independent appraisal function established within the Group to assist the Board of Directors (Board) and Senior Management in the efficient and effective discharge of their responsibilities. In carrying out its duties and responsibilities, GIAD is authorised to full and free access to the AEC, all of the Group's departments, offices, affiliates, activities, systems, data, records, minutes of meetings, property, management and personnel relevant to the performance of the audit function. To maintain its independence, GIAD reports directly to the AEC, and administratively to the Group Chief Executive Officer.

The AEC approves the annual audit plan which is prepared based on GIAD's:

- risk-based audit planning methodology;
- cumulative audit knowledge and experience;
- consideration of significant external events or developments impacting the banking industry;
- past audit assessments of areas and activities reviewed and past investigation results;
- engagement with regulators and the external auditors;

- discussions with senior management on business strategies and direction, and performance targets.

The annual audit plan is aligned to the Group's overall strategies and key initiatives and is updated as and when necessary, particularly in the event significant changes and developments take place during the financial year.

The periodic audit reports are issued on a timely basis to the AEC and significant audits and/or findings, mandatory reviews, and investigation results are discussed during AEC meetings. A Board summary from the AEC chairman is formally tabled to the Board for notation and action, where necessary.

The activities and responsibilities of GIAD in ensuring the adequacy and integrity of the Group's risk management and corporate governance framework is complemented by the Group Risk Management Department ("GRMD") and Group Compliance Department ("GCD").

GIAD, GRMD and GCD are all key components of the AmBank Group's second and third Lines of defence functions and complement one another in monitoring and managing all business and organisational risks faced by the Group.

The primary areas where GIAD complement the activities of both GRMD and GCD are in compliance monitoring, and regulatory and management reporting requirements.

In any case, all work and job scopes undertaken by these departments are clearly delineated and coordinated to ensure there are no duplication of work or overlapping in areas of responsibilities.

Senior Management

The senior management of the Group as at the date of this Offering Circular is set forth below:

Name	Position Description
Mr Jamie Ling	Group Chief Executive Officer
Datuk Jamzidi Khalid	Managing Director, Wholesale Banking
Mr Christopher Yap Huey Wen	Managing Director, Business Banking
Mr Cheong Chee Wai	Managing Director, Retail Banking
Datuk Iswaraan a/l Suppiah	Group Chief Operations Officer
Mr Jeroen Petrus Margaretha Maria Thijs	Group Chief Risk Officer
Ms Faradina Binti Mohammad Ghouse	Group Chief Compliance Officer
Mr Shamsul Bahrom Bin Mohamed Ibrahim	Group Chief Internal Auditor
Mr Shafiq Abdul Jabbar	Group Chief Financial Officer
Mr Wong Eng Teng	Group Chief Fintech and Technology Officer

Employees

As at 30 September 2024, the Group had approximately 7,600 employees, excluding the insurance sector.

Related Party Transactions

From time to time, the Group enters into transactions with affiliates or related parties. The Group's policy is that such transactions are made on an arm's length basis on no less favourable terms than if such transactions were carried out with unaffiliated third parties. For details of related party transactions, see the notes of the financial statements included in, or incorporated by reference in, this Offering Circular.

SUPERVISION AND REGULATION

Banking Regulation and Supervision

The Bank is regulated by BNM, which was established on 26 January 1959 pursuant to the Central Bank of Malaya Ordinance, 1958 (renamed the Central Bank of Malaysia Act, 1958, which has been repealed by the Central Bank of Malaysia Act, 2009 on 25 November 2009) as the central bank of Malaysia. BNM is directly involved in the regulation and supervision of Malaysia's financial system. Its principal functions are to:

- formulate and conduct monetary policy in Malaysia;
- issue currency in Malaysia;
- regulate and supervise financial institutions which are subject to the laws enforced by BNM;
- provide oversight over money and foreign exchange markets;
- exercise oversight over payment systems;
- promote a sound, progressive and inclusive financial system;
- hold and manage the foreign reserves of Malaysia;
- promote an exchange rate regime consistent with the fundamentals of the economy; and
- act as financial adviser, banker and financial agent of the Government.

BNM and MOF have extensive powers under the FSA and the IFSA. The FSA is the principal statute that sets out the laws for, amongst others, the regulation and supervision of financial institutions in Malaysia and the IFSA is the principal statute that sets out the laws for, amongst others, the regulation and supervision of Islamic financial institutions in Malaysia. In addition to the FSA and the IFSA, Malaysian licensed banks and Islamic banks are subject to guidelines issued by BNM from time to time.

The following discussion sets out information with respect to some regulations of the banking industry in Malaysia:

Licensing and Limitation of Business Activities of Banks

Under the FSA, banking business, which is defined to include the business of deposit taking and provision of financing, can only be conducted by a public company which has obtained a licence from the MOF on the recommendation of BNM.

Similarly, under the IFSA, Islamic banking business, which is generally defined as banking business carried out in accordance with Shariah principles, can only be conducted by a public company which has obtained a licence from the MOF on the recommendation of BNM.

Banks are also subject to a number of other restrictions on the operation of their business. Amongst others, a bank may not: (i) pay any dividend on its shares except with the prior written approval of BNM or where BNM has specified standards on prudential matters permitting the declaration of payments of any dividend; (ii) grant any credit facilities to any of its directors or officers except as permitted by prescribed regulation; (iii) except as permitted under the FSA, the IFSA (as the case may be) or by prescribed regulation, establish or acquire a subsidiary in or outside Malaysia or acquire or hold any material interest in any other corporation without the prior written approval of BNM; and (iv) establish or relocate an office (including a branch) in or outside Malaysia except with the prior written approval of BNM.

Statutory Reserves

BNM requires Malaysian banks to maintain a sum equivalent to the SRR in the form of non-interest bearing reserves with BNM. The SRR is currently set at 2.0 per cent. of total eligible liabilities.

Capital Adequacy Requirements

On 14 June 2024, BNM issued the latest regulatory capital adequacy framework entitled “Capital Adequacy Framework (Capital Components)” which set out the latest applicable capital adequacy regulatory requirements for conventional banks and Islamic financial institutions respectively. Both conventional and Islamic financial institutions are required to comply with the Frameworks.

The Frameworks specify the following minimum capital adequacy ratios (capital components to total RWA) that shall be maintained at all times:

	Common Equity Tier 1	Tier 1 Capital	Total Capital
	Ratio	Ratio	Ratio
Calendar Year	(%.)	(%)	(%)
2024 onwards	4.5	6.0	8.0

The total RWA shall be calculated as the sum of credit RWA, market RWA, operational RWA and large exposure risk requirements as determined in accordance with the Capital Adequacy Framework (Basel II – Risk-Weighted Assets) or the Capital Adequacy Framework (Basel II – Risk Weighted Assets) for Islamic Banks, as the case may be.

Further, the Frameworks specify all applicable capital buffer requirements that must be complied with.

Single Counterparty Exposure Limit

Pursuant to the Single Counterparty Exposure Limit guidelines and the Single Counterparty Exposure Limit for Islamic Banks guidelines issued by BNM which came into effect on 9 July 2014, banks are prohibited from extending credit facilities to a single counterparty (including the exposure to any group of persons connected to such single counterparty but shall not include any exposure to, and any exposure explicitly guaranteed by, BNM or the Government) in excess of 25 per cent. of the total capital of the bank (total capital has the same meaning assigned to it in the relevant Framework), subject to certain exemptions.

The single counterparty exposure limit is exempted for the following:

- exposures of an overseas branch or subsidiary of a banking institution or an Islamic banking institution (as the case may be) to the sovereign government or central banks in the jurisdiction where it is located, where the exposure is denominated in local currency and held to meet regulatory requirements imposed by the central bank in that jurisdiction;
- exposures to a banking institution or an Islamic banking institution (as the case may be) licensed by BNM, or a development financial institution, arising from interbank money market transactions;
- exposures arising from granting of intra-day facilities; and
- exposures deducted in the calculation of a banking institution’s total capital or an Islamic banking institution’s total capital (as the case may be) as specified in regulatory adjustments of the relevant Frameworks such as investments in financial subsidiaries.

Lending to Connected Parties

Effective 1 January 2008, BNM revised the “Guidelines on Credit Transactions and Exposures with Connected Parties” and “Guidelines on Credit Transactions and Exposures with Connected Parties for Islamic Banks” (collectively the “**Connected Parties Guidelines**”) to provide greater flexibility for licensed institutions, including banks, to extend credit and make investments in the ordinary course of business to/in connected parties which are of good credit standing, while ensuring that connected parties, who by virtue of their positions which could potentially exert influence over the credit approval process, do not inappropriately derive more favourable terms and conditions than other loan customers. The current Connected Parties Guidelines (issued on 16 July 2014) sets out the broad parameters and conditions relating to the conduct of such transactions with connected parties to ensure an appropriate level of prudence. It also outlines the roles and responsibilities of the management and the board of the licensed institution.

Corporate Appointments

Under the FSA and the IFSA (as the case may be), the appointment of directors, chief executive officer (“CEO”), and the chairman of a bank is subject to the prior written approval of BNM. A person is disqualified from being appointed or elected, or reappointed or re-elected as a chairman of the Board or a director or a CEO of a bank if, for example, that person is an undischarged bankrupt, has suspended payments or has compounded with his creditors whether in or outside of Malaysia; a charge for a criminal offence relating to dishonesty or fraud under any written law or the law of any country, territory or place outside Malaysia, has been proven against that person; that person is prohibited from being a director of a company or in any way, whether directly or indirectly, be concerned or take part in the management of a company in Malaysia pursuant to a court order made under section 199 of the Malaysian Companies Act, 2016 and has not obtained any leave of the court under the same section; or under any law relating to prevention of crime, drug trafficking or immigration, an order of detention, supervision, or deportation has been made against that person or any form of restriction or supervision by bond or otherwise, has been imposed on that person. BNM may specify fit and proper requirements to be complied with by a chairman or a director or a CEO of a bank, which may include minimum criteria relating to probity, personal integrity and reputation, competency and capacity, and financial integrity.

BNM expects banks to have in place effective corporate governance arrangements consistent with the long-term viability of the bank. BNM revised and issued its Guidelines on Corporate Governance on 3 August 2016 which supersede the Guidelines on Corporate Governance for Licensed Institutions previously issued on 19 June 2013. The Guidelines on Corporate Governance (subject to certain transitional arrangements set out below) came into effect on 3 August 2016 and set out strengthened expectations on directors’ oversight responsibilities and the composition of the Board. Amongst others, the Guidelines on Corporate Governance provide that:

- the Board of a bank has overall responsibility for promoting the sustainable growth and financial soundness, and for ensuring reasonable standards of fair dealing, without undue influence from any party;
- the Board and Board committees of a bank must be of a size that promotes effective deliberation, encourages the active participation of all directors and allows the work of the various board committees to be discharged without giving rise to an over-extension of directors that are required to serve on multiple Board committees;
- the Chairman of the Board must not be an executive, and must not have served as CEO of the bank in the past five years;
- the Board of a bank must have a majority of independent directors by 3 August 2021;

- there should not be more than one executive director on the Board of a bank unless BNM approves otherwise in writing;
- the terms of the appointment of a director must include provisions for the removal of a director who no longer meets the minimum requirements for his appointment, or has been assessed to be ineffective, errant or otherwise unsuited to carry out his responsibilities; and
- a director of a bank must not be an active politician.

BNM is also empowered under the FSA and the IFSA (as the case may be) to remove any director of a bank if BNM is of the opinion that the director of the bank no longer fulfils the fit and proper requirements specified under the FSA or the IFSA (as the case may be) and fails to cease holding such office or acting in such capacity or the director has breached, contravened or failed to comply with or, by action or negligence, has contributed to the breach or contravention of, or non-compliance with any provision of the FSA or the IFSA (as the case may be), a direction issued by BNM or an enforceable undertaking accepted by BNM.

Interest Rate Regulation

On 11 August 2021, BNM issued the revised Reference Rate Framework to replace the earlier framework issued on 18 August 2016. The revised framework introduced an industry-wide, standardised benchmark rate to be used by all financial service providers (“**FSPs**”). FSPs shall use the standardised base rate (“**SBR**”) as the reference rate for the pricing of retail loans/financing facilities. The SBR is set as the benchmark rate which is set as the prevailing overnight policy rate set out in the Monetary Policy Statement of the Monetary Policy Committee of BNM. The lending/financing rate charged to customers on a retail loan/financing facility shall be the SBR plus a spread. In the event of any change in the benchmark rate, the banks shall adjust the SBR by the same quantum as the change in the benchmark rate within seven working days from such change. Banks are required to ensure that the SBR and its effective rate are prominently displayed at all branches and on their websites, and the historical series of the SBR are available and easily assessable on their websites.

Foreign Exchange Policy

With the coming into effect of the FSA and the IFSA, BNM has on 28 June 2013 revoked all previous exchange control notices and related circular letters and issued 7 Foreign Exchange Administration notices (“**FEA notices**”) in exercise of the powers conferred to BNM under the FSA and IFSA. The FEA notices set out transactions permitted by BNM which are otherwise prohibited under the FSA and the IFSA. The FEA notices, which remains liberal, are prudential measures aimed at further developing the domestic financial market and enhancing competitiveness of the economy of Malaysia through the creation of a more supportive and facilitative environment for trade, business and investment activities.

On 31 March 2021, BNM announced further liberalisation of the foreign exchange policy (“**FEP**”), providing greater flexibilities to businesses as part of the continued efforts to strengthen Malaysia’s position in the global supply chain and to foster a conducive environment in attracting foreign direct investment into Malaysia. The new foreign exchange notices (“**FE notices**”) were then issued by BNM on 15 April 2021 replacing the FEA notices.

Powers of Enforcement

BNM has broad powers to enforce the FSA and the IFSA. In particular, where BNM is of the opinion that in respect of a bank:

- the bank has breached or contravened any provision of the FSA, IFSA, the Central Bank of Malaysia Act, 2009 or any written law, regardless that there has been no prosecution or other action in respect of the breach or contravention;
- the bank has failed to comply with any direction under section 156 of the FSA or section 168 of the IFSA (as the case may be);
- the assets of the bank are not sufficient to give adequate protection to its depositors or creditors, as the case may be;
- the capital of the bank has reached a level or is eroding in a manner that may detrimentally affect its depositors, creditors or the public generally;
- the bank has become or is likely to become insolvent or is likely to become unable to meet all or any of its obligations; or
- any other state of affairs exists in respect of the bank that may be materially prejudicial to the interests of the depositors or creditors of the bank, including where proceedings under a law relating to bankruptcy or insolvency have been commenced in Malaysia or elsewhere in respect of the holding company of the bank, including its financial holding company,

BNM may:

- with the approval of the MOF assume control of the whole or part of the business, affairs or property of the bank and manage the whole or such part of its business and affairs, or appoint any person to do so on its behalf;
- make a court application to appoint a receiver or manager to manage the whole or part of the business, the affairs or property of the bank;
- with the approval of the MOF vest in a bridge institution or any other person, the whole or part of the business, assets or liabilities of the bank and BNM may provide the bridge institution with such financial assistance as BNM thinks appropriate;
- with the approval of MOF provide financial assistance to another institution or any other person to purchase any shares, or the whole or any part of the business, assets or liabilities of the bank; or
- recommend to the MOF and on such recommendation, the MOF may authorise BNM to file an application for the winding up of the bank.

BNM also has the power to issue a direction of compliance to a bank, its director, CEO or senior officer if BNM is of the opinion that the bank, its director, CEO or senior officer is committing or pursuing an unsafe act or unsound practice in conducting the business of the bank and/or has failed to manage its business and affairs in a manner that is consistent with sound risk management and good governance. If the bank, its director, CEO or senior officer fails to comply with any such direction of compliance, it will be an offence and upon conviction, shall be liable to imprisonment for a term not exceeding 10 years or to a fine not exceeding RM50 million or both.

Inspections by BNM

BNM is empowered to examine, without any prior notice, the business and affairs of a bank and its offices, related corporations and any agents of the bank in or outside Malaysia. For this purpose, BNM may also examine such persons' directors, officers or controllers, and shall have access to the bank's documents including documents of title to its assets, all securities held by it in respect of its customers' transactions and investments held by it, cash, premises, apparatus, equipment or machinery, and the bank shall produce to BNM all such documents or cash, as BNM may require within such time as BNM may specify.

Deposit Insurance

Deposit insurance is a system established by the Government to protect depositors against the loss of their deposits in the event a member institution is unable to meet its obligations to depositors. As an integral component of an effective financial safety net, a deposit insurance system enhances consumer protection by providing explicit protection to depositors.

In Malaysia, the deposit insurance system was brought into effect in September 2005 and is managed by PIDM. PIDM is an independent statutory body established under the Malaysia Deposit Insurance Corporation Act 2005 ("**PIDM Act**").

Benefits to insurance depositors include:

- PIDM insures depositors holding insured deposits with member institutions;
- deposit insurance is automatic;
- there are no direct costs to depositors for deposit insurance protection; and
- should a member institution fail, PIDM will promptly reimburse depositors up to the limit of the deposit insurance coverage provided under the PIDM Act.

Benefits to the financial system include:

- PIDM promotes public confidence in Malaysia's financial system by protecting depositors against the loss of their deposits;
- PIDM reinforces and complements the existing regulatory and supervisory framework by providing incentives for sound risk management in the financial system;
- PIDM minimises costs to the financial system by finding least cost solutions to resolve failing member institutions; and
- PIDM contributes to the stability of the financial system by dealing with member institution failures expeditiously and reimbursing depositors as soon as possible.

With effect from 31 December 2010, the Malaysia Deposit Insurance Corporation Act 2011 ("**2011 Act**") came into effect and replaced the PIDM Act.

The 2011 Act was enacted to implement an enhanced financial consumer protection package, whereby, amongst others, the deposit insurance limit was increased to RM250,000 per depositor per member bank. In addition, under the 2011 Act, foreign currency deposits will now benefit from deposit insurance protection.

The enhanced financial consumer protection package also includes the expansion of PIDM's mandate to include the administration of the Takaful and Insurance Benefits Protection System ("**TIPS**"). TIPS is an explicit,

limited Government protection system which covers takaful and insurance benefits and will be administered broadly along the same approach as provided for in the current deposit insurance system.

Licensed insurance companies and registered takaful operators (“**insurer members**”) will automatically become member institutions of PIDM. In addition, the 2011 Act includes powers for PIDM to intervene in or resolve troubled insurer members and ensure prompt payments to claimants under the policies or takaful certificates protected under TIPS.

The 2011 Act widens PIDM’s mandate, roles and responsibilities, and provide it with a wider toolkit to fulfil its mandate to protect depositors in the event of a member institution failure.

Guidelines on Investor Protection

The Guidelines on Investor Protection, which took effect on 17 December 2010 and was jointly issued by BNM and the SC, sets out the requirements that must be complied with by financial institutions which are specified as “registered persons” in Part 1 of Schedule 4 pursuant to Section 76(1)(a) of the CMSA and their employees when carrying on permitted capital market activities. Registered persons must ensure that their employees who carry out permitted capital market activities on their behalf are “fit and proper” as well as maintain a register containing the names of such employees. The standard on “fit and proper” is met through compliance with (i) minimum “fit and proper” criteria, (ii) examination requirements and (iii) continuing professional education requirements. A registered person shall also maintain adequate operational resources and efficient procedures necessary for the proper conduct of the permitted capital market activities at all times. Non-compliance of the Guidelines on Investor Protection may result in an action being instituted against the registered person or its employees by BNM or the SC.

Guidelines on Responsible Financing

On 18 November 2011, BNM introduced guidelines to financial institutions aimed at promoting prudent, responsible and transparent retail financing practices. BNM subsequently issued revised guidelines to financial institutions on 5 July 2013. The revised guidelines were then superseded by BNM’s new policy document on Responsible Financing that was issued on 6 May 2019 (“**Guidelines on Responsible Financing**”). The Guidelines on Responsible Financing complement other measures that promote better protection for financial consumers and a sustainable credit market that contributes towards preserving financial and macro-economic stability.

The Guidelines on Responsible Financing require financial institutions to make assessments of a borrower’s ability to afford financing facilities based on a prudent debt service ratio as inputs to their credit decisions. Financial service provider must make appropriate enquiries into a prospective borrower’s income after statutory deductions for tax and contributions to the Employees Provident Fund and Social Organisation Security, and consider all debt obligations, in assessing affordability. While this is consistent with the current practice of most financial institutions, the Guidelines on Responsible Financing facilitates a sharper focus and more consistent approaches across the industry to assessments of individual affordability. The Guidelines on Responsible Financing aims to ensure that the increasingly competitive conditions will not lead financial institutions to compromise prudent and responsible financing practices. The Guidelines on Responsible Financing also stipulate that the maximum tenor for vehicle financing applications should not exceed nine years.

Additionally, the Guidelines on Responsible Financing aims to encourage sound borrowing decisions by consumers through better engagements with financial institutions that will help consumers carefully consider their ability to service all their debt obligations without recourse to further debt or substantial hardship. Clear expectations are also placed on financial institutions to ensure that consumers are treated fairly in the sales,

marketing and administration of financing facilities. Financial institutions are also required to at least provide consumers with specific information on, amongst others, the total repayment amount and total interest cost as well as the impact of an increase in the financing rate to ensure that consumers understand the full implications of a borrowing decision.

The Guidelines on Responsible Financings also set out requirements for financial institutions on the repricing and revision of financing facilities that are in arrears, which include but are not limited to minimum disclosure requirements and adoption of a clear policy on the timing of reversion to the contracted financing rate for repriced or revised financing facilities.

BNM will continue its surveillance and supervisory activities to ensure that the requirements under the Guidelines on Responsible Financing are properly implemented.

Winding-Up of the Issuer

The winding-up of the Issuer is subject to prior written approval of BNM. Under the FSA, no application for the winding-up of a licensed person (i.e. all banks, which includes the Issuer), an operator of a payment system or an approved person can be presented to the Malaysian High Court without the prior written approval of BNM. In addition, a copy of such an application to the Malaysian High Court must also be delivered to BNM at the same time as it is presented to the Malaysian High Court. The failure to comply with such requirements is an offence and a person convicted of such offence is liable to imprisonment and/or a fine.

MALAYSIAN ECONOMY

The following information regarding Malaysia is included for information purposes only and has not been independently verified by the Issuer; any of the Arrangers or Dealers or any of their respective affiliates or advisers. All of the data and information contained below has been obtained from publicly available official sources in Malaysia and neither the Issuer nor any of the Arrangers or Dealers take any responsibility for the accuracy of such information.

In 2023, global growth slowed as tight monetary policy and elevated inflation weighed on economic activity. This was partially offset by strong wage growth and support from ample excess savings. In line with tepid demand, global trade weakened alongside other trade headwinds such as the rotation from goods to services, the global technology downcycle and higher trade restrictions. In advanced economies, strong wage growth and ample excess savings supported consumer spending. These partially mitigated the effect of high interest rates and elevated inflation. Fiscal spending supported domestic demand, particularly in defence, green transition, and energy subsidy. The US registered higher growth in 2023, as strong wage growth amid tight labour market conditions lifted consumer spending. The euro area saw moderate growth as high gas prices and inflation weighed on manufacturing activities and household spending amid weak real income growth.

Global trade decelerated in 2023, in line with weaker demand conditions amid tight monetary policy and elevated inflation. Trade in goods was further weighed down by the continued spending rotation from goods to services, the global technology downcycles, slower-than-expected domestic demand in China and higher trade restrictions. Nevertheless, softening demand and reopening economies provided space for supply chain conditions to normalise. Delivery times and freight rates returned to pre-pandemic levels. The moderation in goods trade was partially offset by the recovery of global tourism activities, supported by strong pent-up demand, especially in the first half of 2023, and improved flight capacity. Global tourist arrivals recovered to 88% of pre-pandemic levels in 2023, with further room for recovery for Asia Pacific (65% of pre-pandemic levels), as some countries reopened later and more cautiously than others.

(Source: Publication entitled “Bank Negara Malaysia Economic and Monetary Review 2023” dated 20 March 2024, <http://www.bnm.gov.my>)

Global financial markets continued to experience heightened volatility through the second and third quarters of 2024 from shifting investor expectations as major central banks began to ease monetary policy. Financial market volatility peaked in early August amid fears of a “hard landing” triggered by the release of weaker-than-expected US labour market data. Market expectations for earlier and more substantial rate cuts by the US Federal Reserve subsequently led to improved investor appetite for emerging market assets, including Malaysia. Funding conditions also remained favourable, supported by healthy liquidity in the government bond market and stable corporate bond credit spreads.

(Source: Publication entitled “Bank Negara Malaysia Financial Stability Review First Half 2024” dated 03 October 2024, <http://www.bnm.gov.my>)

The Malaysian Economy in 2023

Despite the challenging external environment, the Malaysian economy grew by 3.7%, supported by resilient domestic demand and further recovery in tourism activities. During the year, the economy faced multiple challenges from weak external demand, disruptions in commodity production and higher cost of living, which weighed on household spending. The more moderate growth also reflected normalising conditions from the high base in 2022, supported by the reopening of the economy and sizeable policy measures. The confluence of these factors led growth to reach its trough in the second quarter of 2023.

On the external front, headwinds from more moderate global growth and weak trade activity were partly offset by improving tourism activities. Exports declined in 2023 due to moderating external demand conditions, lower commodity prices, continued spending rotation from goods to services, global technology downcycle and high base effects from strong global demand for goods in the previous year. In line with the export performance of regional economies, Malaysia's gross exports recorded a contraction. Gross imports declined due to weaker demand for intermediate goods and softening domestic demand. Nevertheless, the ongoing recovery of inbound tourist arrivals and expenditure cushioned the impact of weak exports of goods. The reopening of China's international borders provided further impetus to tourism activities. The current account of the balance of payments continued to record a surplus, albeit narrower compared to 2022, due to weaker external demand conditions, which was partially offset by improving travel receipts.

Malaysia's external position remained resilient despite the challenging global landscape in 2023. The current account registered a smaller surplus of RM22.8 billion or 1.2% of GDP (2022: RM55.1 billion or 3.1% of GDP). The goods surplus moderated due to the lower exports but was partially mitigated by narrowing deficits in income and services accounts. From a savings– investment gap perspective, the smaller gap was driven by lower national savings, reflecting lower earnings from exports.

Malaysia's external debt amounted to RM1,242.5 billion at end-2023, or 68.2% of GDP (2022: RM1,144.7 billion; 63.9% of GDP). The higher external debt was driven mainly by exchange rate valuation effects following the weakening of ringgit, particularly against the US dollar. The increase in external debt was also attributed to larger intragroup loans and higher non-resident deposits. These were partially offset by net debt repayment of international bonds and notes, mainly by corporations.

About a third of external debt was denominated in ringgit (33.1%; 2022: 33.1%) and, therefore, not affected by fluctuations in the ringgit exchange rate. Of this ringgit-denominated external debt, 65.5% were non-resident holdings of domestic debt securities, and 16.8% were non-resident deposits. Meanwhile, the remainder of the external debt dominated by FCY was largely subject to prudential liquidity and funding risk management requirements. Moreover, intragroup borrowings accounted for 43% of FCY external debt, which were generally more stable and on concessionary terms.

In 2023, the labour market continued to improve. Employment grew by 2.8% (+439,200 persons; 2022: 3.1%, +472,400 persons). Of significance, the labour force participation rate reached a historic high of 70% (2022: 69.3%). The unemployment rate continued to decline towards pre-pandemic rates (2023: 3.4%; 2019: 3.3%). The growth in employment in 2023 was mainly driven by semi-skilled workers, who accounted for the largest employment share at 59.1% (2022: 59.6%). By employment status, own-account workers contributed more significantly to total employment growth than in pre-pandemic years. This was likely due to the rise of gig workers, as displaced workers and new entrants into the labour force joined the gig economy amid trends such as the strong demand for food delivery. Despite weaker external demand during the year, employment was broadly sustained as most workers are employed in domestic-oriented economic sectors.

Financing activities remained sustained in tandem with the pace of domestic economic growth. Credit growth to the private non-financial sector increased to 4.8% (2022: 4.7%), driven by higher outstanding loan growth, while outstanding corporate bonds recorded a more moderate pace of expansion at 4.2% (2022: 4.6%). Household loans, particularly for home and car purchases, were the key drivers of loan growth. They were supported by steady employment and government incentives such as extended stamp duty exemptions. On the other hand, business loans moderated in the first half of 2023 due to slower non-SME's working capital financing growth but rebounded thereafter by the end-2023 supported by the improvement in the business outlook. Despite the weaker loan growth among non-SME, funding activities remained broadly sustained amid favourable conditions, as reflected by narrowing bond spreads. Overall, credit conditions remained supportive of economic activity. A stable loan approval rate underpinned this, as well as continued prudent lending standards and availability of financing support facilities to ensure continuous economic credit flow.

In line with the easing cost environment and stabilising demand conditions, headline inflation moderated in 2023 after reaching its peak in 2022, averaging 2.5% for 2023 (2022: 3.3%). The moderation was driven by broad-based easing in both core and non-core inflation. In particular, lower inflation for fuel (2023: -1.6%; 2022: 5.1%), as well as food and non-alcoholic beverages (2023: 4.8%; 2022: 5.8%), were among the main drivers contributing to softer headline inflation. Despite the sustained US dollar strength against the ringgit, upward pressures on import prices were offset by the broader moderation in the global cost environment. As the effects from global supply chain disruptions and commodity price shocks abated, input costs were lower throughout 2023, as reflected by the Producer Price Index, which declined by 1.9% in 2023 (2022: +7.8%). The lower producer price inflation alleviated firms' operating costs, contributing to easing consumer prices. The extent of exchange rate pass-through to consumer prices was also partially mitigated by existing price controls and subsidies on key expenditure items such as retail fuel and the relatively stable firms' pricing behaviour in Malaysia.

(Source: Publication entitled "Bank Negara Malaysia Economic and Monetary Review 2023" dated 20 March 2024, <http://www.bnm.gov.my>)

Over the last two decades, Malaysia's trade, investment and financial linkages within the region have deepened. As a result, trade with China and ASEAN as a percentage of Malaysia's total trade has increased from 13% and 25.6% in 2009 to 17.1% and 27.3% in 2023, respectively, while at the same time, trade with the United States (US) has declined from 11.1% in 2009 to 9.5% in 2023. Despite the shift, the bulk of trade continued to be settled in US dollars (2023: 82.1%, 2009: 82.9%). Even for intra-regional trade within ASEAN, the trade settlements in the US dollar remain dominant. Only 13.1% of trade within ASEAN was settled in regional currency pairs.

In 2023, credit conditions remained supportive of businesses' financing needs. For SMEs, outstanding financing grew by 8.2% at end-2023 (end-2022: 5.7%). A total of RM528 billion in funds were disbursed to SMEs in 2023 (2022: RM496 billion), almost 40% higher than pre-pandemic levels (average 2018–19: RM377 billion). These financing activities were mainly for working capital, reflecting improved business activity. Similarly, SME financing continued to grow, with over RM180 billion in new financing approved for more than 235,000 SME accounts (2022: RM150 billion for nearly 231,000 accounts).

(Source: Publication entitled "Bank Negara Malaysia Annual Report 2023" dated 20 March 2024, <http://www.bnm.gov.my>)

Economic and Monetary Management in 2023

After four consecutive Overnight Policy Rate (OPR) increases in 2022, the Monetary Policy Committee (MPC) decided to keep the OPR unchanged at 2.75% in the January and March 2023 meetings. This allowed the MPC to review the cumulative impact of the previous OPR increases in 2022 on Malaysia's economy. This was because monetary policy changes take time to fully influence economic activity. The assessment showed no signs of excessive tightening in the economy. Instead, the domestic economy continued to expand, with moderating unemployment and continued expansion of household spending. Considering all these together amid resilient domestic growth prospects in 2023, the MPC decided to normalise the OPR further, increasing it by 25 basis points at the May meeting. This brought the OPR to the pre-pandemic level of 3.00%. With that, the MPC had withdrawn the monetary policy stimulus provided during the COVID-19 crisis to support the economic recovery.

The MPC needed to ensure that monetary policy aligned with Malaysia's economy's health. Although domestic inflation had been moderating during the year, there were still concerns about potential upward pressure on prices, particularly from resilient domestic demand. As such, the increase in the OPR was also aimed at pre-emptively safeguarding against the upside risks to inflation. Throughout the year, BNM's monetary operations

focused on ensuring sufficient liquidity in the banking system. This enabled the orderly functioning of domestic financial markets and financial intermediation in the economy.

In 2023, the ringgit continued to face depreciation pressures against the US dollar and other major trading partners. These were largely due to global developments. Investors favoured US dollar-denominated assets amid expectations of prolonged high interest rates in the US, which were higher than the prevailing interest rates in Malaysia. Ongoing geopolitical conflicts led to financial market participants' preference for holding the US dollar as a safe-haven asset. Uncertainties over China's economic growth prospects also dampened investor sentiments in the region. BNM's foreign exchange operations also provided necessary support to smoothen excessive volatility in the movements of the ringgit exchange rate.

(Source: Publication entitled "Bank Negara Malaysia Annual Report 2023" dated 20 March 2024, <http://www.bnm.gov.my>)

The Malaysian Economy in 1H 2024

Malaysia's GDP in the second quarter of 2024 (Q2 2024) expanded by 5.9% (Q1 2024: 4.2%), effectively surpassing Bloomberg consensus' median forecast of 5.8%. The Q2 2024 growth brought the expansion rate in the first half (H1) of 2024 to 5.1% (H1 2023: 4.1%), putting Malaysia in a comfortable position to cap off the year with a growth in the upper end of the Government's official forecast range of 4% to 5%.

Domestic demand in Q2 2024 accelerated by 6.9% (Q1 2024: 6.1%) on the back of higher consumer spending over the Aidilfitri and Aidiladha holidays and the Employees Provident Fund's (EPF) Account 3 withdrawal, as well as an uptrend in capital expenditure deployment in public and private sectors. On the supply side, growth in the quarter was buoyed by a resilient services sector and favourable growth in other sectors.

On the external front, Malaysia's total trade grew by 10% to RM705.6 billion, whereby gross exports rose 5.8% to RM368.8 billion and gross imports by 15% to RM336.8 billion. Malaysia continued to register a trade surplus, amounting to RM32 billion in Q2 2024.

(Source: Ministry of Finance Press Release entitled "Economic Growth Trumps Expectations For Two Straight Quarters In 2024" dated 16 August 2024, <http://www.mof.gov.my>)

Business activities improved in the first half of 2024, supported by the recovery in exports and domestic demand conditions. Export-oriented companies benefitted from the recovery in external demand and the global tech upcycle. The continued increase in tourist spending improved earnings for firms in the hotels and restaurant subsector. Earnings for commodity-related and utility sector firms were also stronger regarding higher production, tariff adjustments, and stabilising cost conditions. Despite ongoing cost pressures, most firms' operating margin recovery has remained above their pre-pandemic levels. These improvements in business conditions have continued to maintain the debt-servicing ability of businesses, as measured by the median interest coverage ratio (ICR) of 6.2 times.

Firms continued to face general cost pressures, which have capped overall improvements in earnings. These include higher logistical and compliance costs amid ongoing geopolitical tensions, the rationalisation of diesel subsidies and the implementation of e-invoicing. However, this was partially offset by accompanying mitigating measures, such as the availability of diesel fleet cards for key business segments. As a result, aggregate input costs, as measured by the median cost of goods sold ratio, declined slightly for overall businesses to 76.3% (December 2023: 76.7%; 2015–19 average: 75.9%)

Household resilience continued to be supported by favourable economic and labour market conditions. The ratio of household debt-to-GDP stood at 83.8%, broadly unchanged since December 2023 as household debt grew in line with the pace of economic activity. Risks from buy now pay later (BNPL) schemes continue to be

limited, with outstanding exposures remaining small at just over 0.1% of overall household debt. Further, banks' prudent lending standards remain important in keeping household debt accumulation in check and in line with debt-servicing capacity. During the period, household financial assets expanded faster and remained adequate to cover more than two times the overall household debt. Household borrowings that may be at higher risk of default decreased to 4.4% of total household loans (December 2023: 4.8%). Looking ahead, favourable economic and labour market conditions and sound lending standards will continue to underpin household resilience.

(Source: Publication entitled "Bank Negara Malaysia Financial Stability Review First Half 2024" dated 03 October 2024, <http://www.bnm.gov.my>)

The real GDP growth stood at 5.3% in the third quarter of 2024, keeping Malaysia on its trajectory towards the official estimate of a 4.8% to 5.3% growth range for the year. Despite a slight dip from the 5.9% growth recorded in the second quarter of 2024, business and consumer confidence remain strong. Private and public investments and robust domestic demand also recorded double-digit growth.

On the international trade side, Malaysia's total trade expanded by 14%, reaching RM742.7 billion. This includes a rise in gross exports by 7.7% to RM383.7 billion and an increase in gross imports by 20.8% to RM359.0 billion. Malaysia continued to register a trade surplus of RM24.7 billion in Q3 2024.

(Source: 3Q GDP Report and Monthly External Trade Publication dated 15 November 2024, Department of Statistics Malaysia)

OVERVIEW OF THE MALAYSIAN BANKING INDUSTRY

The Banking System in Malaysia

The banking system, comprising commercial banks, investment banks, and Islamic banks, is the primary mobiliser of funds and the main source of financing that supports economic activities in Malaysia. Non-bank financial institutions, namely development financial institutions, insurance companies, and takaful operators, complement the banking institutions in mobilising savings and meeting the financial needs of the economy.

The Central Bank

The principal objective of BNM, or the Central Bank of Malaysia, is to promote monetary and financial stability conducive to the sustainable growth of the Malaysian economy. Its primary functions, as set out in the Central Bank of Malaysia Act 2009 are to:

- formulate and conduct monetary policy in Malaysia;
- issue currency in Malaysia;
- regulate and supervise financial institutions which are subject to the laws enforced by BNM;
- provide oversight over money and foreign exchange markets;
- exercise oversight over payment systems;
- promote a sound, progressive and inclusive financial system;
- hold and manage the foreign reserves of Malaysia;
- manage the country's foreign exchange administration and regime; and
- act as an advisor to the Government, particularly on macro-economic policies

(Source: Malaysian Investment Development Authority – “Navigating Malaysia’s Banking, Financing and Foreign Exchange”, <http://www.mida.gov.my>)

The Islamic Banking Industry

Islamic banking refers to a system of banking that complies with Islamic law, also known as Shariah law. The underlying principles that govern Islamic banking are mutual risk and profit sharing between parties, the assurance of fairness for all and that transactions are based on an underlying business activity or asset.

These principles are supported by Islamic banking's core values whereby activities that cultivate entrepreneurship, trade and commerce and bring societal development or benefit are encouraged. Activities that involve interest (riba), gambling (maisir) and speculative trading (gharar) are prohibited.

Through the use of various Islamic finance concepts such as ijarah (leasing), mudharabah (profit sharing), and musyarakah (partnership), financial institutions have a great deal of flexibility, creativity and choice in the creation of Islamic finance products. Furthermore, by emphasising the need for transactions to be supported by genuine trade or business-related activities, Islamic banking sets a higher investment standard and promotes greater accountability and risk mitigation.

Malaysia's Islamic finance industry has existed for over 30 years. The enactment of the Islamic Banking Act 1983 established the country's first Islamic Bank. After that, more Islamic financial institutions were established, and the Islamic financial system was liberalised.

Developments in the Financial sector

In 2023, against global challenges, the Malaysian financial sector continued to perform its intermediation function effectively. While several banking failures in advanced economies during the first quarter of the year raised concerns about the resilience of banks and financial markets in other jurisdictions, its spillover effects on Malaysia's domestic financial sector were limited. Malaysian banks were unaffected. The resilience of the domestic financial sector continued to be underpinned by well-capitalised financial institutions and strong risk management practices. The various developmental reforms pursued under the existing and previous iterations of the financial sector blueprint have also enhanced the capacity and dynamism of the financial sector to keep pace with emerging developments and capitalise on new opportunities in support of Malaysia's economic growth.

In 2023, BNM continued to focus the regulatory and supervisory initiatives on the following areas –

- First, upholding strong risk management practices, governance, and internal controls of financial institutions are key pillars of a sound financial system.
- Second, further progress should be made in aligning the domestic regulatory framework with global standards.
- Third, the resilience of financial institutions against climate-related risks, fraud risk, and cyber threats must be strengthened.
- Fourth, promoting fair outcomes for financial consumers through responsible practices.

Drawing lessons from the global banking failures in 2023, BNM has also finalised and issued principles on sound liquidity management for banks. The principles codify BNM's expectations of sound practices to manage liquidity risks for all banks, including strengthened requirements on monitoring funding concentrations and contingency funding plans.

Advancing the adoption of global regulatory standards

BNM continues to drive progress on Malaysia's adoption of the strengthened capital and liquidity regulations in the Basel III reform package. This aims to ensure the banking sector's continued resilience to cushion unexpected shocks by building buffers during good times. The focus during 2023 was to finalise the policy on capital requirements relating to operational risk and exposure to central counterparties. BNM is also finalising the Basel III capital requirements for credit risk and will issue the finalised policy in 2024.

Another key supervisory focus was on financial institutions' progress in implementing the requirements in the CCPT. The CCPT is a framework that guides financial institutions in identifying and categorising economic activities contributing to climate resilience. In 2023, BNM and industry representatives in the CCPT Implementation Group continued to work towards improving the consistent application of the CCPT classification system.

Cyber resilience and combating financial fraud

As technological advancements continue to occur at an unprecedented pace, BNM expects financial institutions to continuously manage the attendant risks that may threaten financial stability, consumer outcomes and confidence in the financial sector. Preserving operational and cyber resilience remains a key priority for BNM

and financial institutions. To step up the resilience against fraud, BNM announced the requirement for financial institutions to implement five key fraud countermeasures and a kill-switch capability in September 2022.

Promoting a Progressive and Inclusive Financial System

Two years into the Financial Sector Blueprint 2022–26, financial development priorities remain anchored on supporting intermediation function for sustainable and inclusive growth, strengthening ecosystem enablers, and driving longer-term reforms. In 2023, BNM continued to prioritise efforts to ensure financial intermediation activities support the economic transformation agenda and assist businesses, especially micro, small and medium enterprises, to build business resilience and transition to green practices. Significant efforts were also directed at enhancing the financial capability of Malaysians and closing the remaining hurdles to financial inclusion. In addition, efforts were geared towards supporting a vibrant digital financial services landscape that promotes responsible innovations with strong value propositions.

(Source: Publication entitled “Bank Negara Malaysia Annual Report 2023” dated 20 March 2024, <http://www.bnm.gov.my>)

Developments in 1H 2024

The banking system remained strong and well-positioned to withstand shocks and support financial intermediation. Banks continue to be well-capitalised, with the aggregate total capital ratio at 18.4% and excess capital buffers of RM136.1 billion at end-June 2024. Funding and liquidity positions also remained sound, as evidenced by the healthy Liquidity Coverage Ratio (155.1%) and Net Stable Funding Ratio (115.5%). Banks’ profitability continued to be supported by sustained interest income amid stronger loan growth and higher trading and investment income. Improved operational efficiency further bolstered profitability, helped cushion the impact of compressed net interest margins, and supported banks’ significant ongoing investments in strengthening technology and cyber resilience. While asset quality has remained sound, banks continued to be cautious in releasing provisioning buffers built up during the pandemic. This has kept annualised credit costs broadly stable around pre-pandemic historical averages. Conducted stress tests by BNM affirmed that banks remained resilient under adverse stress scenarios and can continue to meet the economy’s financing needs.

In the first half of 2024, the liquidity and funding positions of the banking system remained resilient against liquidity shocks. The aggregate Liquidity Coverage Ratio (LCR) and Net Stable Funding Ratio (NSFR) remained healthy and above the regulatory minimum, at 155.1% and 115.5%, respectively, as at the end of June 2024 (December 2023: 161.0% and 118.2%, respectively). Banks continued to hold large amounts of HQLA (RM762.7 billion; December 2023: RM758.2 billion), mostly in the form of government bonds and central bank placements, which can be pledged in the interbank market or with BNM for access to additional liquidity.

Total banking system liquidity remained supportive of financial intermediation, ranging between RM95 billion and RM127 billion between March and September 2024 (average: RM106.7 billion). Overnight and shorter-term interbank rates also remained relatively stable, reflecting orderly conditions in the interbank money market. Meanwhile, banking system deposits continued to grow at a healthy pace of 4.9% (2015–19 CAGR: 4.4%), driven by both resident individuals and businesses (including non-financial public enterprises). These segments continued to form the bulk of the deposit base at 36.2% and 33.6%, respectively, in line with the improvements in household incomes and business activities. Nearly half of the total banking system deposits (48.7%; December 2023: 48.5%; 2015–19 average: 51.2%) consists of fixed deposits (including Commodity Murabahah) that provide banks with a stable funding source.

Banks’ external debt increased by RM22.7 billion in the first half of 2024, primarily driven by higher interbank borrowings. More than half of this was intra-group exposures, mainly by locally incorporated foreign banks

sourcing funds from parent companies located abroad and by banks in the Labuan International Business and Financial Centre to facilitate transactions arranged and managed by foreign head offices. Additionally, some banks have increased their foreign currency borrowings to obtain cheaper ringgit funding via FCY swap arrangements. However, this accounted for only around 3% of total bank funding and is not expected to grow significantly amid the strengthening ringgit and expectations of further Fed rate cuts.

Banks' asset quality remained sound as most borrowers improved their debt-servicing ability. The gross impaired loans ratio declined to 1.6% in the first half of 2024 (December 2023: 1.7%). The outlook for asset quality also improved, with the share of loans classified as Stage 2 declining further below the pre-pandemic average to 7.0% of banking system loans (December 2023: 7.2%; 2018–20 average: 8%). Consistent with this, loans under repayment assistance programmes declined to 2.0% of total banking system loans (December 2023: 2.4%), while new rescheduled and restructured loans from borrowers facing financial strains remained small at 0.09% of banks' total loans (December 2023: 0.16%).

Ongoing improvements in economic activity will continue to underpin sound asset quality. That said, banks continue to closely monitor pockets of vulnerable borrowers impacted by higher cost pressures, particularly from lower-income households and small businesses in the wholesale, retail, and manufacturing sectors. Most banks are gradually releasing the management overlays accumulated since the COVID-19 pandemic, contributing to lower overall provisions. As of June 2024, management overlays stood at around 25% of banks' expected credit loss (ECL) provisions for loans, a decline from 27% in December 2023. ECL provisions as a share of total loans have declined from recent peaks but remain higher than their historical average as banks stay vigilant of continuing cost challenges among some higher-risk borrower segments. The banking system loan loss coverage ratio (including regulatory reserves) also remained high at 124.2% (December 2023: 119.2%). Therefore, potential losses from vulnerable borrower segments are expected to remain comfortably within banks' available buffers, standing banks in good stead to withstand earnings shocks. A few banks have also applied management overlays for borrowers highly exposed to physical climate risk. With conservative provisioning practices remaining in place, annualised credit costs have been broadly stable around the pre-pandemic historical average.

Based on BNM's latest assessment of domestic systemically important banks (D-SIBs) using end-2023 data submissions, the list of banking groups designated as D-SIBs and their respective higher loss absorbency (HLA) requirements to reflect their systemic importance remained unchanged. All D-SIBs maintained Common Equity Tier 1 (CET1) capital comfortably above the regulatory minimum, including the HLA requirements.

(Source: Publication entitled "Bank Negara Malaysia Financial Stability Review First Half 2024" dated 03 October 2024, <http://www.bnm.gov.my>)

TAXATION

Malaysian Taxation

The description below is of a general nature and is only a summary of the law and practice currently applicable in Malaysia or other applicable jurisdiction. Prospective investors should consult their own professional advisers on the relevant taxation considerations applicable to the acquisition, holding and disposal of the Notes.

Withholding tax

Pursuant to section 109(1) of the Income Tax Act 1967, where any person (the “**payer**”) is liable to pay interest derived from Malaysia to any other person not known to the payer to be resident in Malaysia, other than interest attributable to a business carried on by such other person in Malaysia, the payer shall upon paying or crediting the interest (other than interest on an approved loan or interest of the kind referred to in paragraphs 33, 33A, 33B, 35 or 35A of Part I, Schedule 6) deduct therefrom tax at the rate applicable to such interest. Accordingly, interest derived from the Notes payable to non-residents is subject to a withholding tax of 15 per cent. However, since the Notes are issued by a person carrying on the business of banking in Malaysia and licensed under the FSA, interest payable under the Notes to any person not resident in Malaysia is tax exempt under paragraph 33 of Schedule 6 of the Income Tax Act 1967.

Capital gains tax

With effect from 1 January 2024, capital gains tax is imposed in Malaysia for gains from disposal of capital assets (i.e., shares in unlisted companies incorporated in Malaysia and shares in foreign incorporated company deriving value from real property in Malaysia). Additionally, real property gains tax is chargeable on the disposal of real property within specified periods after that date of purchase of the real property. As the Notes are not considered chargeable assets for capital gains tax and real property gains tax purposes, there is no tax imposed on capital gains derived from disposal of the Notes in Malaysia.

Gift or Inheritance Tax

There is neither gift nor inheritance tax in Malaysia.

Stamp duty

The Stamp Duty (Exemption) (No. 23) Order 2000 (as amended by the Stamp Duty (Exemption) (No. 3) (Amendment) Order 2005) provides that all instruments relating to the issue of, offer for subscription or purchase of, or invitation to subscribe for or purchase, debentures approved by the Securities Commission under section 32 of the Securities Commission Act 1993 (now section 214 of the Capital Markets and Services Act 2007) and the redemption or transfer of such debentures, are exempted from stamp duty.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Malaysia) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and

may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019 and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under “Terms and Conditions of the Notes—Further Issues”) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement in respect of Notes

Subject to the terms and on the conditions contained in a dealer agreement (the “**Dealer Agreement**”) between the Issuer, the Arrangers and the Dealers, the Notes will be offered on a continuous basis by the Issuer to the Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arrangers and Dealers for certain of their expenses incurred in connection with the establishment of the Programme and Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Arrangers and Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Each of the Arrangers and the Dealers are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Arrangers and the Dealers and their respective affiliates may engage in transactions with, and perform services for, the Issuer or its group companies or affiliates in the ordinary course of business and have engaged, or may in the future engage, in commercial banking and investment banking transactions with the Issuer or its group companies or affiliates, for which they have received, and may in the future receive, compensation. The Arrangers and Dealers or certain of their respective affiliates may purchase Notes and be allocated Notes for asset management and/or proprietary purposes but not with a view to distribution.

The Arrangers, the Dealers or any of their respective affiliates may purchase Notes for its or their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to Notes issued under the Programme and/or other securities of the Issuer or its group companies or affiliates at the same time as the offer and sale of Notes issued under the Programme or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of Notes to which this Offering Circular relates (notwithstanding that such selected counterparties may also be purchasers of Notes issued under the Programme).

Selling Restrictions

United States of America

The Notes have not been and will not be registered under the Securities Act and the Notes may not be offered or sold within the United States except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented that it has not offered or sold the Notes, and has agreed that it will not offer or sell, any Notes constituting part of its allotment in the United States except in accordance with Rule 903 of Regulation S under the Securities Act (“**Regulation S**”). Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes. Terms used in this paragraph have the meaning given to them by Regulation S.

Unless the Pricing Supplement or the Subscription Agreement relating to one or more Tranches specifies that the applicable TEFRA exemption is either “C Rules” or “not applicable”, the following language applies:

- (a) in addition, except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**D Rules**”):
 - (i) each Dealer has represented that it has not offered or sold, and agrees that during a 40-day restricted period it will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person; and
 - (ii) each Dealer has represented that it has not delivered and has agreed that it will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;
- (b) each Dealer has represented that it has, and has agreed that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if it is a United States person, each Dealer has represented that it is acquiring the Notes for the purposes of resale in connection with their original issue and if it retains Notes for its own account, it will only do so only in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010); and
- (d) with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such Notes during the restricted period, each Dealer has either (i) repeated and confirmed the representations and agreements contained in paragraphs (i) through (iv) above on its behalf or (ii) agreed that it shall obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in paragraphs (i) through (iv) above.

Terms used in paragraphs (i) through (iv) above have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder, including the D Rules.

In addition, to the extent that the Pricing Supplement or the Subscription Agreement relating to one or more Tranches of Bearer Notes specifies that the applicable TEFRA exemption is “C Rules”, the following paragraph applies:

Under U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (or any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**C Rules**”) and the regulations expected to be promulgated under Section 401(b)(1)(B) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) to set out the criteria for “foreign targeted obligations” that are exempt from the excise tax under Section 4701(b)(1)(B) of the Code, Notes in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. In relation to each such Tranche, each Dealer has represented and agreed that it has not offered, sold or delivered, and shall not offer, sell or deliver, directly or indirectly, Notes in bearer form within the United States or its possessions in connection with their original issuance. Further, in connection

with their original issuance of Notes in bearer form, each Dealer has represented that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes in bearer form. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder, including the C Rules and the D Rules.

Prohibition of sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area (“**EEA**”). For the purposes of this provision the expression “retail investor” means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (b) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision the expression “retail investor” means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Malaysia

Each Dealer appointed under this Programme has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) the issue of, offer for subscription or purchase of, or invitation to subscribe for or purchase the Notes may only be made directly or indirectly to persons to whom an offer or invitation to subscribe the Notes may be made and to whom the Notes are issued would fall within paragraphs 1(a), (b) or (d) of Part 1 of Schedule 5 of the Capital Markets and Services Act 2007 of Malaysia, as amended from time to time (“**CMSA**”) and Schedule 6 and Schedule 7 of the CMSA, and read together with Schedule 8 or Section 257(3) of the CMSA, subject to any change in the applicable laws, order, regulation, guidelines or official directive from time to time; and
- (b) no circulation or distribution or any offering document or material relating to the Notes shall directly or indirectly, be made to persons in Malaysia other than those to whom an offer or invitation to subscribe the Notes may be made and to whom the Notes are issued would fall within paragraphs 1(a), (b) or (d) of Part 1 of Schedule 5 of the CMSA and Schedule 6 (or Section 229(1)(b)) and Schedule 7 of the CMSA, and read together with Schedule 8 or Section 257(3) of the CMSA, subject to any change in the applicable laws, order, regulation, guidelines or official directive from time to time.

Singapore

Each Dealer has acknowledged that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “**SFA**”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Hong Kong

Each Dealer has represented and agreed, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (“**SFO**”)) other than:
 - (i) to “professional investors” as defined in the SFO; or
 - (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**C(WUMP)O**”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or have in its possession for the purposes of issue and will not issue or have in its possession for the purposes of issue whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons

outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

Important Notice to CMIs (including private banks)

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Notes. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMIs are informed that, unless otherwise notified, the marketing and investor targeting strategy for the relevant CMI Offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language or any UK MiFIR product governance language set out elsewhere in this Offering Circular and/or the applicable Pricing Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Notes (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place “X-orders” into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Notes. CMIs are informed that a private bank rebate may be payable as stated above and in the applicable Pricing Supplement, or otherwise notified to prospective investors.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Notes, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the relevant affiliated Manager(s) (if any) to categorise it as a proprietary order and apply the “proprietary orders”

requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMI's (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;
- Whether an underlying investor has any "Associations" (as used in the SFC Code);
- Whether any underlying investor order is a "Proprietary Order" (as used in the SFC Code);
- Whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus order should be sent to the Dealers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMI's and investors is personal and/or confidential in nature, CMI's (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. CMI's that receive such underlying investor information are reminded that such information should be used only for submitting orders in the relevant CMI Offering. The relevant Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMI's (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMI's (including private banks) are required to provide the relevant Manager with such evidence within the timeline requested.

By placing an order, prospective investors (including any underlying investors in relation to omnibus orders) are deemed to represent to the Dealers that it is not a Sanctions Restricted Person. A "Sanctions Restricted Person" means an individual or entity (a "**Person**"): (a) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>); or (b) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of the following (i) – (vi) to the extent that it will not result in violation of any sanctions by the CMI's: (i) their inclusion in the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the "**SSI List**"), (ii) their inclusion in Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 (the "**EU Annexes**"), (iii) their inclusion in any other list maintained by a Sanctions Authority, with similar effect to the

SSI List or the EU Annexes, (iv) them being the subject of restrictions imposed by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") under which BIS has restricted exports, re-exports or transfers of certain controlled goods, technology or software to such individuals or entities; (v) them being an entity listed in the Annex to the new Executive Order of 3 June 2021 entitled "Addressing the Threat from Securities Investments that Finance Certain Companies of the People's Republic of China" (known as the Non-SDN Chinese Military-Industrial Complex Companies List), which amends the Executive Order 13959 of 12 November 2020 entitled "Addressing the threat from Securities Investments that Finance Chinese Military Companies"; or (vi) them being subject to restrictions imposed on the operation of an online service, Internet application or other information or communication services in the United States directed at preventing a foreign government from accessing the data of U.S. persons; or (c) that is located, organised or a resident in a comprehensively sanctioned country or territory, including Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the Donetsk's People's Republic or Luhansk People's Republic. "**Sanctions Authority**" means: (a) the United Nations; (b) the United States; (c) the European Union (or any of its member states); (d) the United Kingdom; (e) the People's Republic of China; (f) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; and (g) the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty's Treasury.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and, accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan

PRC

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that the offer of the Notes is not an offer of securities within the meaning of the PRC securities law or other pertinent laws and regulations of the PRC and the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the PRC. This Offering Circular, the Notes and any material or information contained or incorporated by reference herein relating to the Notes have not been, and will not be, submitted to or approved/verified by or registered with the China Securities Regulatory Commission ("**CSRC**") or other relevant governmental and regulatory authorities in the PRC pursuant to relevant laws and regulations and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. Neither this Offering Circular nor any material or information contained or incorporated by reference herein relating to the Notes constitutes an offer to sell or the solicitation of an offer to buy any securities in the PRC.

The Notes may only be invested by PRC investors that are authorised to engage in the investment in the Notes of the type being offered or sold. PRC investors are responsible for informing themselves about and observing all legal and regulatory restrictions, obtaining all relevant government regulatory approvals/licenses, verification and/or registrations themselves, including, but not limited to, any which may be required from the People's Bank of China, the State Administration of Foreign Exchange, CSRC, the National Financial Regulatory Administration and other relevant regulatory bodies or successors of the aforementioned regulatory

bodies, and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or overseas investment regulation.

General

These selling restrictions may be supplemented or modified by the agreement of the Issuer and any Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Pricing Supplement issued in respect of the issue of Notes to which it relates or in a supplement to this Offering Circular.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Offering Circular or any other offering material or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer will be required to agree that, it shall, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Offering Circular, any other offering material or any Pricing Supplement therefore in all cases at its own expense.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Dealer or its affiliate on behalf of the Issuer in such jurisdiction.

FORM OF PRICING SUPPLEMENT

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**EU MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**EU Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**EU PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the “**FSMA**”) to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[MIFID II product governance / target market – *[appropriate target market legend to be included]*]

[UK MIFIR product governance / target market – *[appropriate target market legend to be included]*]

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “**SFA**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are [“prescribed capital markets products”]/[capital markets products other than “prescribed capital markets products”] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

Pricing Supplement dated [●]

AmBank (M) Berhad

Legal Entity Identifier: 549300DAPZWBBF0Y6447

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes]
under the U.S.\$2,000,000,000 Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 7 January 2025 [and the supplemental [Offering Circular] dated [●]]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular [as so supplemented].

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Offering Circular dated [●]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular dated [current date] [and the supplemental Offering Circular dated [●]], save in respect of the Conditions which are extracted from the Offering Circular dated [●] and are attached hereto.]

[The following to be included for any issuance of Subordinated Notes]

[By its acquisition of the Notes, each holder and beneficial owner acknowledges and agrees *inter alia* that upon the occurrence of a Trigger Event, all or some of the rights of holders of Notes [and the Receipts] relating to them shall be subject to Write-Off (as defined in the Conditions) and the right to receive interest on any portion of nominal amount Written Off will cease and all interest amounts that were not due and payable prior to the Write-Off shall be cancelled. See “*Investment Considerations – Considerations Relating to the Subordinated Notes*” in the Offering Circular.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]

- | | | |
|---|---|---|
| 1 | Issuer: | AmBank (M) Berhad |
| | (a) Series Number: | [●] |
| | (b) [Tranche Number: | [●] |
| | (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).] | |
| 2 | Specified Currency or Currencies: | [●] |
| 3 | Aggregate Nominal Amount: | [●] |
| | (a) Series: | [●] |
| | (b) [Tranche: | [●]] |
| 4 | (a) Issue Price: | [●]% of the Aggregate Nominal Amount [plus accrued interest from [insert date] (<i>in the case of fungible issues only, if applicable</i>)] |
| | (b) [Net proceeds: | [●] (<i>Required only for listed issues</i>)] |
| 5 | (a) Specified Denominations: | [●] |
| | <i>If the specified denomination is expressed to be €100,000 or its equivalent and multiples of a lower integral amount (for example €1,000), insert the following:</i> | |
| | <i>“€100,000 and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No notes in definitive form will be issued with a denomination above [€199,000].”</i> | |
| | (b) Calculation Amount: | [●] |

- 6 (a) Issue Date: [●]
- (b) Interest Commencement Date: [Specify/Issue date/Not Applicable]
- 7 Maturity Date: *[Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year/None]*
- Note that for Renminbi or Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to specify the Interest Payment Date falling in or nearest to the relevant month and year.*
- The Maturity Date for the Notes must be not less than one year from the Issue Date.*
- 8 Interest Basis: [[●]% Fixed Rate [from [●] to [●]]
- [[specify reference rate] +/- [●]% Floating Rate [from [●] to [●]]]
- [Zero Coupon]
- [Other (specify)]
- (further particulars specified below)
- 9 Redemption/Payment Basis: [Redemption at par]
- [Partly Paid]
- [Instalment]
- [Other (specify)]
- 10 Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]*
- 11 Put/Call Options: [Investor Put]
- (N.B. Put Option not possible for Subordinated Notes)*
- [Issuer Call]
- [(further particulars specified below)]
- 12 Status of the Notes: [Senior/Subordinated]
- 13 Listing: *[SGX-ST/LFX/ Bursa Malaysia (under the Exempt Regime)/(specify)/None]*
- 14 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Rate[(s)] of Interest: [●]% per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]

- (b) Interest Payment Date(s): [●] in each year [adjusted in accordance with [specify *Business Day Convention and any applicable Business Centre(s) for the definition of **Business Day***]/not adjusted]
- (c) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
For Renminbi or Hong Kong dollar denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure, in the case of Renminbi denominated Fixed Rate Notes, to the nearest CNY0.01, CNY0.005 being rounded upwards or, in the case of Hong Kong dollar denominated Fixed Rate Notes, to the nearest HK\$0.01, HK\$0.005 being rounded upwards."
- (d) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (e) Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA)/other]
- (f) [Determination Dates: [●] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)]
- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
- 16 Reset Rate Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Initial Interest Rate: [●]% per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (b) Reset Date: [●]
- (c) Benchmark Rate: [●]
- (d) Comparable Period: [●]
- (e) Margin: [●]
- (f) Other terms relating to the method of calculating interest for Reset Rate Notes: [Not Applicable/give details]
- 17 Floating Rate Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) [Specified Period(s): [●]
(Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified

Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert “Not Applicable”)

- (b) Specified Interest Payment Dates: [•]
(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert “Not Applicable”)
- (c) First Interest Payment Date: [•]
- (d) Reference Banks: [•]
- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/No Adjustment/other *(give details)*]
- (f) Business Centre(s): [•]
- (g) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/ other *(give details)*]
- (h) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (i) Screen Rate Determination: [Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
 - (i) Reference Rate: [SONIA/SOFR/SORA/€STR/HIBOR/EURIBOR]
 - (ii) Observation Method: [Lag/Observation Shift]
 - (iii) Lag Period: [[5/[•] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/Hong Kong Banking Days/Not Applicable]
 - (iv) Observation Shift Period: [[5/[•] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/Hong Kong Banking Days/Not Applicable]
(NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)
 - (v) D: [360/365/[•] / [Not Applicable]
 - (vi) Index Determination: [Applicable/Not Applicable]
 - (vii) SONIA Compounded Index: [Applicable/Not Applicable]
 - (viii) SOFR Compounded Index: [Applicable/Not Applicable]

- (ix) Relevant Decimal Place: [•] / [5]
(NB: unless otherwise specified in the Pricing Supplement, it should be the fifth decimal place)
- (x) Relevant Number of Index Days: [•] / [5]
(NB: unless otherwise specified in the Pricing Supplement, the Relevant Number shall be 5)
- (xi) Interest Determination Date(s): [•]
- (xii) Relevant Screen Page: [•]
- (xiii) SORA Benchmark: [Compounded Daily SORA/SORA Index Average]
- (xiv) Calculation method for Compounded Daily SORA: [SORA Lockout/SORA Lookback/SORA Backward Shifted Observation Period/SORA Payment Delay]
(Only applicable where the Reference Rate is Compounded Daily SORA)
- (xv) SORA Rate Cut-Off Date: [Not Applicable] / [•] Singapore Business Days
(Only applicable where the calculation method is SORA Lockout or SORA Payment Delay)
- (xvi) Suspension Period: [Not Applicable] / [•]
(Only applicable where the calculation method is SORA Lockout)
- (xvii) Observation Period: [Not Applicable] / [•]
(Only applicable where the calculation method is SORA Lookback or SORA Backward Shifted Observation Period)
- (xviii) $SORA_{i-x \text{ SBD}}$: [Not Applicable] / [•]
(Only applicable where the calculation method is SORA Lookback)
- (xix) Interest Payment Delay: [Not Applicable] / [•]
(Only applicable where the calculation method is SORA Payment Delay)
- (xx) $SORA \text{ Index}_{\text{Start}}$: [Not Applicable] / [•] Singapore Business Day(s)
(Only applicable where Reference Rate is SORA Index Average)
- (xxi) $SORA \text{ Index}_{\text{End}}$: [Not Applicable] / [•] Singapore Business Day(s)
(Only applicable where Reference Rate is SORA Index Average)
- (j) ISDA Determination:
- (i) Floating Rate Option: [•]
- (ii) Designated Maturity: [•]
- (iii) Reset Date: [•]
- (iv) Compounding: [Applicable/Not Applicable] (If not applicable delete the remaining sub-paragraphs of this paragraph)

- Compounding Method: [Compounding with Lookback
 - Lookback: [●] Applicable Business Days]
 [Compounding with Observation Period Shift
 - Observation Period Shift: [●] Observation Period Shift Business Days
 - Observation Period Shift Additional Business Days: [[●] / Not Applicable]]
 [Compounding with Lockout
 - Lockout: [●] Lockout Period Business Days
 - Lockout: [●] Lockout Period Business Day]
- (v) Averaging: [Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Averaging Method: [Averaging with Lookback
 - Lookback: [●] Applicable Business Days]
 [Averaging with Observation Period Shift
 - Observation Period Shift: [●] Observation Period Shift Business Days
 - Observation Period Shift Additional Business Days: [[●] /Not Applicable]]
 [Averaging with Lockout
 - Lockout: [●] Lockout Period Business Days
 - Lockout Period Business Days: [[●] /Applicable Business Days]]
- (k) [Linear Interpolation: [Not Applicable]/[Applicable – the Rate of Interest for the [long/short] [first/last] Interest Accrual Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
- (l) Margin(s): [+/-][●]% per annum
- (m) Minimum Rate of Interest: [●]% per annum
- (n) Maximum Rate of Interest: [●]% per annum
- (o) Day Count Fraction: [●]
- (p) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [●]

18	Variable Rate Note Provisions:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
	(a) Specified Interest Payment Dates:	[•]
	(b) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
	(c) Business Centre(s):	[•]
	(d) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (give details)]
	(e) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[•]
	(f) Screen Rate Determination:	
	(i) Reference Rate:	[•]
	(ii) Interest Determination Date(s):	[•]
	(iii) Relevant Screen Page:	[•]
	(g) ISDA Determination	
	(i) ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
	(ii) Floating Rate Option:	[•]
	(iii) Designated Maturity:	[•]
	(iv) Variable Rate Date:	[•]
	(v) Compounding:	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
	• Compounding Method:	[Compounding with Lookback • Lookback: [•] Applicable Business Days [Compounding with Observation Period Shift • Observation Period Shift: [•] Observation Period Shift Business Days • Observation Period Shift Additional Business Days: [[•] / Not Applicable]] [Compounding with Lockout • Lockout: [•] Lockout Period Business Days • Lockout: [•] Lockout Period Business Day]
	(vi) Averaging:	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>

- Averaging Method: [Averaging with Lookback
 - Lookback: [●] Applicable Business Days
 [Averaging with Observation Period Shift
 - Observation Period Shift: [●] Observation Period Shift Business Days
 - Observation Period Shift Additional Business Days: [[●]/Not Applicable]]
 [Averaging with Lockout
 - Lockout: [●] Lockout Period Business Days
 - Lockout Period Business Days: [[●]/Applicable Business Days]]
- (h) Margin(s): [+/-][●] per cent. per annum
- (i) Minimum Rate of Interest: [●] per cent. per annum
- (j) Maximum Rate of Interest: [●] per cent. per annum
- (k) Day Count Fraction: [●]
- (l) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating the Fall Back Rate on Variable Rate Notes, if different from those set out in the Conditions: [●]
- 19 Zero Coupon Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

 - (a) Amortisation Yield: [●]% per annum
 - (b) Any other formula/basis of determining amount payable: [●]

PROVISIONS RELATING TO REDEMPTION

- 20 Call Option: [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

 - (a) Optional Redemption Date(s): [●]
 - (b) Optional Redemption Amount(s) of each Note and specified denomination method, if any, of calculation of such amount(s): [●] per Calculation Amount

- (c) If redeemable in part:
 - (i) Minimum Redemption Amount: [●] per Calculation Amount
 - (ii) Maximum Redemption Amount: [●] per Calculation Amount
- (d) Notice period: [●]
- 21 Put Option [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (a) Optional Redemption Date(s): [●]
 - (b) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Calculation Amount
 - (c) Notice period: [●]
- 22 Final Redemption Amount of each Note [●] per Calculation Amount
- 23 Early Redemption Amount
 - Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●]

LOSS PROVISIONS RELATING TO LOSS ABSORPTION

- 24 Loss Absorption Measure: Write-off upon Trigger Event (Condition 11(a))): [Write-Off Applicable/Not Applicable]
(Only relevant for Subordinated Notes)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 25 Form of Notes: **Bearer Notes:**
 - [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
 - [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]
 - [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

[(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000.” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)]

Registered Notes:

[Global Certificate ([Currency] [●] nominal amount) registered in the name of a nominee for Euroclear and Clearstream] (in the case of Notes other than CMU Notes) / the HKMA as operator of the CMU (in the case of CMU Notes)]

- | | | |
|----|---|--|
| 26 | Financial Centre(s) or other special provisions relating to Payment Dates: | [Not Applicable/give details. Note that this paragraph relates to the date and place of payment] |
| 27 | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No. If yes, give details] |
| 28 | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | [Not Applicable/give details] |
| 29 | Details relating to Instalment Notes: amount of each instalment (“ Instalment Amount ”), date on which each payment is to be made (“ Instalment Date ”): | [Not Applicable/give details] |
| 30 | Redenomination, renominatisation and reconventioning provisions: | [Not Applicable/The provisions [annexed to this Pricing Supplement] apply] |
| 31 | Consolidation provisions: | [Not Applicable/The provisions [annexed to this Pricing Supplement] apply] |
| 32 | Other terms or special conditions: | [Not Applicable/give details] |

DISTRIBUTION

- | | | |
|----|---------------------------------------|-----------------------------|
| 33 | (a) If syndicated, names of Managers: | [Not Applicable/give names] |
| | (b) Stabilising Manager (if any): | [Not Applicable/give name] |

- 34 If non-syndicated, name of Dealer: [Not Applicable/*give name*]
- 35 U.S. Selling Restrictions: Reg. S Compliance Category 1; [TEFRA D/TEFRA C/TEFRA not applicable]
- 36 Additional selling restrictions: [Not Applicable/*give details*]

OPERATIONAL INFORMATION

- 37 ISIN Code: [●]
- 38 Common Code: [●]
- 39 CMU Instrument Number: [●]
- 40 Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A., the CMU and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
- 41 Delivery: Delivery [against/free of] payment
- 42 Additional Paying Agent(s) (if any): [●]

HONG KONG SFC CODE OF CONDUCT

- 43 Rebates: [A rebate of [●] bps is being offered by the [Issuer] to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of this offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.] / [Not Applicable]
- 44 Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent: [Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – OCs to provide] / [Not Applicable]
- 45 Marketing and Investor Targeting Strategy: [As indicated in the Offering Circular] OR [Describe if different from the Offering Circular]

GENERAL

- 46 Ratings: [Not Applicable/*give details*]
- 47 Governing Law: English law[, other than Conditions 3(b) and 3(c), which shall be governed by the laws of Malaysia]

[USE OF PROCEEDS]

State if different from the Offering Circular]

[PURPOSE OF PRICING SUPPLEMENT]

This Pricing Supplement comprises the final terms required to list the issue of the Notes described herein pursuant to the U.S.\$2,000,000,000 Euro Medium Term Note Programme of AmBank (M) Berhad.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

The Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Pricing Supplement. The approval in-principle from, and the admission of the Notes to the Official List of, the SGX-ST are not to be taken as indications of the merits of the Issuer, the Programme or the Notes.

[Neither the Labuan International Financial Exchange Inc. (the “**LFX**”) nor the Bursa Malaysia Securities Berhad (“**Bursa Malaysia**”) assumes responsibility for the correctness of any of the statements made or opinions or reports contained in this Pricing Supplement, and neither the LFX nor Bursa Malaysia makes any representation as to its accuracy or completeness and each of the LFX and Bursa Malaysia expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents of this Pricing Supplement. Investors are advised to read and understand the contents of the Offering Circular and this Pricing Supplement before investing. If in doubt, the investor should consult his or her adviser. Neither admission to the Official List of the LFX nor listing on Bursa Malaysia under the Bursa Malaysia (Exempt Regime) is to be taken as an indication of the merits of the Issuer, the Programme or the Notes.]

Signed on behalf of the Issuer

AMBANK (M) BERHAD

By: _____
Duly authorised

CLEARING AND SETTLEMENT

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer believes to be reliable, but none of the Issuer, Arrangers or Dealers takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, Arrangers or Dealers will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to, or payments made on account of, such beneficial ownership interests.

The relevant Pricing Supplement will specify the Clearing System(s) applicable for each Series.

The Clearing Systems

Euroclear and Clearstream

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear and Clearstream is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Distributions of principal with respect to book-entry interests in the Notes held through Euroclear or Clearstream will be credited, to the extent received by the relevant Paying Agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

Each of the persons shown in the records of Euroclear, Clearstream or an Alternative Clearing System as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

Beneficial ownership in Notes will be held through financial institutions as direct and indirect participants in Euroclear and Clearstream.

The aggregate holdings of book-entry interests in the Notes in Euroclear and Clearstream will be reflected in the book-entry accounts of each such institution. Euroclear and Clearstream, as the case may be, and every other intermediate holder in the chain to the beneficial owner of book-entry interests in the Notes, will be responsible for establishing and maintaining accounts for their participants and customers having interests in the book-entry interest in the Notes. The relevant Paying Agent will be responsible for ensuring that payments

received by it from the Issuer for holders of interests in the Notes holding through Euroclear and Clearstream are credited to Euroclear or Clearstream, as the case may be.

The Issuer will not impose any fees in respect of the Notes, however, holders of book entry interests in the Notes may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream.

The CMU

The CMU is a central depository service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the members of this service (“**CMU Members**”) of capital markets instruments (“**CMU Instruments**”) which are specified in the CMU Reference Manual as capable of being held within the CMU.

The CMU is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the services is open to all members of the Hong Kong Capital Markets Association, “authorised institutions” under the Banking Ordinance of Hong Kong and other domestic and overseas financial institutions at the discretion of the HKMA.

Compared to clearing services provided by Euroclear and Clearstream, the standard custody and clearing service provided by the CMU is limited. In particular (and unlike the European clearing systems), the HKMA does not as part of this service provide any facilities for the dissemination to the relevant CMU Members of payments (of interest or principal) under, or notices pursuant to the notice provisions of, the CMU Instruments. Instead, the HKMA advises the lodging CMU Member (or a designated paying agent) of the identities of the CMU Members to whose accounts payments in respect of the relevant CMU Instruments are credited, whereupon the lodging CMU Member (or the designated paying agent) will make the necessary payments of interest or principal or send notices directly to the relevant CMU Members. Similarly, the HKMA will not obtain certificates of non-U.S. beneficial ownership from CMU Members or provide any such certificates on behalf of CMU Members. The CMU Lodging and Paying Agent will collect such certificates from the relevant CMU Members identified from an instrument position report obtained by request from the HKMA for this purpose.

An investor holding an interest in the Notes through an account with either Euroclear or Clearstream will hold that interest through the respective accounts which Euroclear and Clearstream each have with the CMU.

Book-Entry Ownership

Bearer Notes

The Issuer may make applications to Euroclear and Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. The Issuer may also apply to have Bearer Notes accepted for clearance through the CMU. In respect of Bearer Notes, a temporary Global Note and/or a permanent Global Note will be deposited with the Common Depository or a sub-custodian for the CMU or an Alternative Clearing System as agreed between the Issuer and the relevant Dealer(s). Transfers of interests in a temporary Global Note or a permanent Global Note will be made in accordance with the normal market debt securities operating procedures of Euroclear and Clearstream, the CMU or the relevant Alternative Clearing System, as the case may be. Each Global Note deposited with the Common Depository will, where applicable, have an ISIN and/or a Common Code or, if lodged with a sub-custodian for the CMU, will have a CMU Instrument Number.

Registered Notes

The Issuer may make applications to Euroclear and Clearstream, the CMU or an Alternative Clearing System for acceptance in their respective book-entry systems in respect of the Notes to be represented by a Global Certificate. Each Global Certificate deposited with a common depository for, and registered in the name of, a

nominee of Euroclear and/or Clearstream will, where applicable, have an ISIN and/or a Common Code or, if lodged with a sub-custodian for the CMU, will have a CMU Instrument Number.

All Registered Notes will initially be in the form of a Global Certificate. Definitive Certificates will only be available, in the case of Notes initially represented by a Global Certificate, in amounts specified in the relevant Pricing Supplement.

Transfers of Registered Notes

Transfers of interests in Global Certificates within Euroclear and Clearstream and/or the CMU and/or an Alternative Clearing System will be in accordance with the usual rules and operating procedures of the relevant clearing system.

In the case of Registered Notes to be cleared through Euroclear and Clearstream and/or the CMU and/or an Alternative Clearing System transfers may be made at any time by a holder of an interest in a Global Certificate in accordance with the relevant rules and regulations of the applicable clearing systems.

GENERAL INFORMATION

1. Application will be made to the SGX-ST for permission to deal in, and for quotation of, any Notes to be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, its subsidiaries, its associated companies (if any), the Programme or such Notes.

The Notes will be traded on the SGX-ST in a minimum board lot size of S\$200,000 or its equivalent in other currencies so long as any of the Notes remain listed on the SGX-ST and the rules of the SGX-ST so requires. For so long as any Notes are listed on the SGX-ST and the rules of SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore where such Notes (or Certificates in respect thereof) may be presented or surrendered for payment or redemption, in the event that any of the Global Notes or Global Certificates representing such Notes is exchanged for definitive Notes or definitive Certificates. In addition, in the event that any of the Global Notes or Global Certificates representing such Notes is exchanged for definitive Notes or definitive Certificates, an announcement of such exchange shall be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes or Certificates, including details of the paying agent in Singapore.

2. The Issuer has obtained all necessary consents, approvals and authorisations in Malaysia in connection with the establishment of the Programme. The establishment of the Programme was authorised by the resolutions of the Board passed on 26 March 2013, and the most recent update of the Programme was authorised by the resolutions of the Board passed on 26 March 2024.
3. There has been no significant change in the financial or trading position of the Issuer or of the Group since 30 September 2024 and no material adverse change in the prospects of the Issuer or of the Group since 31 March 2024.
4. The Group may from time to time be involved in a number of legal or arbitration proceedings in the course of its business. Neither the Issuer nor any member of the Group is involved in any legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in the 12 months preceding the date of this Offering Circular a significant and material effect on the financial position of the Issuer or the Group.
5. Each Bearer Note having a maturity of more than one year, Receipt, Coupon and Talon will bear the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code”.
6. Notes have been accepted for clearance through the Euroclear and Clearstream systems (which are the entities in charge of keeping the records). The Issuer may also apply to have Notes accepted for clearance through the CMU. The CMU instrument number will be set out in the relevant Pricing Supplement. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other Alternative Clearing System for each Series of Notes will be set out in the relevant Pricing Supplement.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any Alternative Clearing System will be specified in the applicable Pricing Supplement.

7. The Legal Entity Identifier of the Issuer is 549300DAPZWBBF0Y6447.
8. There are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes.
9. The issue price and the amount of each Tranche will be determined, before filing of the relevant Pricing Supplement of each Tranche, based on the prevailing market conditions.

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

10. For so long as Notes may be issued pursuant to this Offering Circular, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the office of the Fiscal Agent or the registered office of the Issuer:
 - (A) the Agency Agreement (which includes the form of the Global Notes, the Global Certificate, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons);
 - (B) the Deed of Covenant;
 - (C) the latest published annual report and audited consolidated and unconsolidated accounts of the Issuer and the Group and the latest interim unaudited consolidated and unconsolidated accounts of the Issuer and the Group;
 - (D) each Pricing Supplement (save that Pricing Supplement relating to an unlisted Series of Notes will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of Notes and identity); and
 - (E) a copy of this Offering Circular together with any Supplemental Offering Circular or further Offering Circular.
11. Ernst & Young have audited, and issued unqualified audit reports on, the separate and consolidated financial statements of the Issuer and the Group for the respective financial years ended 31 March 2022, 2023 and 2024.

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**REGISTRAR AND TRANSFER AGENT IN RESPECT OF
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