

**1. APPLICATION**

- 1.1** This Service Schedule must be read together with the Master Services Terms and Conditions and/or Master Services Agreement (as the case maybe), the Definitions Schedule and other Relevant Agreements.
- 1.2** This Service Schedule applies where AmBank Islamic provides Sweeping Services and Placement Services to Participating Customers.

**2. SWEEPING SERVICE**

- 2.1** Each Participating Customer appoints the Sweeping Agent as its Agent in relation to the Sweeping Services and warrants to AmBank Islamic that, to the extent required by Applicable Laws, it has taken all necessary steps (including executing a power of attorney where necessary) to authorise the Sweeping Agent to carry out its functions as Sweeping Agent.
- 2.2** The Sweeping Agent is irrevocably authorised by each Participating Customer to *inter alia* (i) compute between the Participating Customers profit (positive or negative) and other earnings or costs in relation to the Sweeping Accounts and the Sweeping Services, and (ii) designate accounts of Participating Customers as Sweeping Accounts.
- 2.3** Each Participating Customer irrevocably instructs AmBank Islamic to make transfers in such amounts, on a daily or such other periodic basis, and to be effective at such times, as may be agreed between AmBank Islamic and the Sweeping Agent from time to time
- (a) from each Contributing Account to the Master Account; and
- (b) from the Master Account to each Contributing Account,
- with the intent that at the close of business on each following Business Day the targeted balance for each Contributing Account is achieved.
- 2.4** The Participating Customers confirm that (i) the transfers implemented by AmBank Islamic under Clause 3.6 will be accounted for by the Participating Customers by the creation of intercompany balances reflecting the value of such transfers, (ii) all relevant approvals for such purpose have been obtained, and (iii) the creation of such intercompany balances will not breach any Applicable Laws.

**3. ACCOUNTS**

- 3.1** Each Sweeping Account must (i) be denominated in Ringgit Malaysia, (ii) be classified by AmBank Islamic as "Active" (and not "Dormant", "Closed" or similar classification), and (iii) not be subject to any "Debit" Restriction".
- 3.2** Each Participating Customer represents and warrants to AmBank Islamic that:
- (a) it is the sole legal and beneficial owner of the credit balance of its Sweeping Accounts (as applicable); and
- (b) none of its rights or benefits in any such Account has been assigned, transferred, charged or encumbered in any manner in favour of a third party.
- 3.3 Authority to Place Surplus Funds.** Customer irrevocably authorises AmBank Islamic to move any Surplus Funds from Designated Accounts to the Placement Account agreed between Customer and AmBank Islamic upon the terms and conditions of this Service Schedule.
- 3.4 Frequency of Placement.** AmBank Islamic shall move any Surplus Funds from the Designated Account to the Placement Account on such periodic basis as AmBank Islamic and Customer may agree from time to time. In the absence of any such agreement, AmBank Islamic shall move

any Surplus Funds from the Designated Accounts to the Placement Account on a daily basis.

- 3.5 Shariah Contract.** Placement of Surplus Funds is based on the Shariah contract of Wadiah Yad Dhamanah. Wadiah Yad Dhamanah refers to a contract that operates under Shariah concept whereby the Customer makes placement of money to the Bank on trust basis and with consent to the Bank to deal with the whole or any part of any monies standing to the credit of the Customer's account in the manner that the Bank deems fit. The Bank may at its absolute discretion, provide Hibah (gift) to the Customer. The Bank thereby guarantees payment of the whole sum or any part thereof standing to the placement of money to the credit of the Customer's account upon demand. Hibah (if any) is subject to the discretion to AmBank Islamic and shall be determined by AmBank Islamic from time to time.

- 3.6** Each participating customer undertakes that it shall not without AmBank Islamic's prior written consent assign or transfer, or create any charge or other encumbrance or right of set-off over, its sweeping accounts or any balance therein.

**4. CHANGES TO SERVICES**

- 4.1** The Sweeping Agent (as applicable) may from time to time with AmBank Islamic's prior written approval change any or all of the following by giving AmBank Islamic at least 7 days' written notice:
- (a) the frequency of the Sweeping Services (as applicable); and
- (b) the times at which the Sweeping Services (as applicable) are provided.
- The Sweeping Agent (as applicable) must notify all relevant Participating Customers of any such change.

**5. TAXES**

- 5.1** AmBank Islamic is not responsible for tax consequences to any Participating Customer or Agent resulting from the provision of the Sweeping Services, or any apportionments or payments thereunder.
- 5.2** AmBank Islamic, Sweeping Agent (as applicable) and each Participating Customer must promptly provide to one another as necessary, copies or originals (if appropriate) of proofs of residence, taxpayer status, beneficial ownership or other information or documents which any of the other parties may reasonably request to establish tax status.
- 5.3** If any tax or other Public Authority charge or assessment is payable with respect to any payment due, or deemed to be due, to any Account or any party in connection with the Sweeping Services, such amount shall be withheld from such payment and paid over to the appropriate tax or other Public Authority by AmBank Islamic, the relevant Agent, or the relevant Participating Customer (as the case may be) in accordance with Applicable Laws. AmBank Islamic may withhold any amount, and may apply any credit balance standing to any Accounts in satisfaction of such taxes, with the relevant Agent and Participating Customers remaining liable for any deficiency.

**6. CHANGES IN PARTICIPATING CUSTOMERS**

- 6.1** If, in accordance with the Master Services Terms and Conditions and/or Master Services Agreement (as the case maybe), a new Participating Customer accedes to the Sweeping Services (as applicable), or such services are terminated in respect of an existing Participating Customer, the Sweeping Agent (as applicable) must forthwith notify all other Participating Customers of such fact. Failure of an Agent to notify the other Participating Customers does not affect the rights, duties or obligations of AmBank Islamic, any Agent or any Participating Customers.