

FOREIGN EXCHANGE ADMINISTRATION DECLARATION FORM

Borrowing in non-Ringgit currency obtained by a Resident from the Bank

This Declaration is mandatory and must be completed for all proceeds of the Borrowings disbursed by the Bank in non-Ringgit currency to a Resident and provision of Financial Guarantee by a Non-Resident under the Malaysian Foreign Exchange Administration Rules. Please refer to the Appendix at page 5 for a list of definitions.

1. Declarations in respect of the Proposed Borrowing in non-Ringgit currency by Residents from the Bank

1.1 Declaration by Resident Individual, Sole Proprietor or General Partnership

(Tick whichever applicable)

1.11 I/We hereby make the following confirmation, declaration and certification for foreign exchange administration purpose:

- ☐ as at the date of this form, I/we hereby confirm that the aggregate of my/our total Borrowing **(inclusive of this Proposed Borrowing)** in non-Ringgit currency obtained from one or more licensed onshore bank(s) or Non-Resident(s), **do not** exceed Ringgit 10 million equivalent.
- ☐ as at the date of this form, I/we hereby confirm that the aggregate of my/our total Borrowing **(inclusive of this Proposed Borrowing)** in non-Ringgit currency obtained from one or more licensed onshore bank(s) or Non-Resident(s), **exceed** Ringgit 10 million equivalent.

I/We hereby provide the Bank with the relevant approval letter from Bank Negara Malaysia to effect this application with respect of this Proposed Borrowing. I/We understand that the Bank may decline or delay any disbursement under this Proposed Borrowing in the event I/we do not fulfil any conditions as set out in the Bank Negara Malaysia's approval letter.

Acknowledgement of receipt of the Bank Negara Malaysia's approval letter.

Officer/Relationship Manager:

Name:

Department:

Date (dd/mm/yyyy):

- 1.12** For avoidance of doubt, in relation to Section 1.11 above, a Borrower who is an individual is allowed to obtain Borrowing from his/her Non-Resident spouse, parents, children or siblings and such Borrowing obtained by the Borrower would be excluded for purposes of calculation of the total Borrowing obtained by the Borrower in non-Ringgit currency.

2. Declaration in respect of Financial Guarantee obtained by the Resident¹

2.1 I/We hereby make the following confirmation, declaration and certification for foreign exchange administration purpose:

(Tick whichever applicable)

- ☐ as at the date of this form, I/we have not obtained any Financial Guarantee from one or more Non-Resident(s), in any amount (in Ringgit or non-Ringgit currency).
 - ☐ as at the date of this form, I/we have obtained Financial Guarantee from one or more Non-Resident(s) and hereby confirm that: (i) the aggregate of my/our total Financial Guarantee obtained and this Proposed Financial Guarantee **do not** exceed Ringgit 50 million equivalent; and (ii) the payment arising from this Proposed Financial Guarantee will be made in non-Ringgit currency to the Bank.
 - ☐ as at the date of this form, I/we have obtained Financial Guarantee from one or more Non-Resident(s) and hereby confirm that: (i) the aggregate of my/our total Financial Guarantee obtained and this Proposed Financial Guarantee exceed Ringgit 50 million equivalent; and (ii) the payment arising from this Proposed Financial Guarantee will be made in non-Ringgit currency to the Bank.
- (i) In the case where this Proposed Borrowing does not require approval from Bank Negara Malaysia, I/We hereby declare that I/we have duly submitted the Form A (*Financial Guarantee*) with respect of this Proposed Financial Guarantee to Bank Negara Malaysia.

I/We hereby provide the Bank with the relevant confirmation letter from Bank Negara Malaysia confirming the registration of this Proposed Financial Guarantee with Bank Negara Malaysia. I/We understand that the Bank may decline or delay any disbursement under this Proposed Borrowing in the event I/we do not fulfil any conditions as set out in the Bank Negara Malaysia's confirmation letter.

Acknowledgement of receipt of the Bank Negara Malaysia's confirmation letter

Bank's Officer/Relationship Manager:

Name:

Department:

Date (dd/mm/yyyy):

- (ii) In the case where this Proposed Borrowing requires approval from Bank Negara Malaysia and this Proposed Financial Guarantee has been included in such application for approval, I/We hereby provide you with the relevant approval letter from Bank Negara Malaysia to effect this application with respect of this Proposed Borrowing and this Proposed Financial Guarantee. I/We understand that the Bank may decline or delay

¹ Note to Bank: This section is only applicable and required to be completed if this Proposed Borrowing is secured by this Proposed Financial Guarantee.

any disbursement under this Proposed Borrowing in the event I/we do not fulfil any conditions as set out in the Bank Negara Malaysia's approval letter.

Acknowledgement of receipt of the Bank Negara Malaysia's approval letter.

Officer/Relationship Manager:

Name:

Department:

Date (dd/mm/yyyy):

- ☐ as at the date of this form, we hereby confirm that the payment arising from this Proposed Financial Guarantee will be made in Ringgit to the Bank².

In view thereof, I/We hereby provide the Bank with the relevant approval letter from Bank Negara Malaysia to effect this application with respect of this Proposed Borrowing and this Proposed Financial Guarantee. I/We understand that the Bank may decline or delay any disbursement under this Proposed Borrowing in the event I/we do not fulfil any conditions as set out in the Bank Negara Malaysia's approval letter.

Acknowledgement of receipt of the Bank Negara Malaysia's approval letter.

Officer/Relationship Manager:

Name:

Department:

Date (dd/mm/yyyy):

3. Additional Declarations

3.1 I/We further declare that the Bank is not responsible to advise the Borrower of:

- a) any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The Borrower is strongly advised to make his own inquiries; and

² Note to Bank : Only if payment under this Proposed Financial Guarantee will be made in Ringgit, then approval from BNM will be required.

- b) any charges which may be imposed by overseas bank and shall not liable if such information cannot be provided.
- 3.2 I/We shall abide to the limits in relation to Borrowing in non-Ringgit currency and the Financial Guarantee as mentioned herein or such other limits as may be varied or amended by Bank Negara Malaysia from time to time.
- 3.3 Without prejudice to any provision herein contained, the consent of the Bank to make or continuing to make available this Proposed Borrowing is conditional upon and subject at all times to all applicable laws or regulatory requirements or terms and conditions or provisions prescribed by or stipulated in the directives or guidelines that are or may from time to time issued by Bank Negara Malaysia, and/or any other governmental authority having jurisdiction over the Bank which are made known in writing to the Borrower or deemed to be known by the Borrower by virtue of it being public information.
- 3.4 I/We hereby declare and confirm that all the information provided herein and in any document submitted by me/us to the Bank are true, complete, correct and not misleading. In the event any of the information or document is found to be false, incomplete, incorrect or misleading, I/we shall promptly indemnify the Bank and keep the Bank fully indemnified against any cost, loss, claim, damages or liability which may be suffered or obtained by the Bank and/or any of its delegates in any manner whatsoever arising from or by reason of the Bank relying on any such information or document provided by us for the purpose or in connection with this Proposed Borrowing and/or this Proposed Financial Guarantee.

Signature of Borrower:

Name of Borrower:

NRIC/Passport No.:

Date (dd/mm/yyyy):

Appendix - Definitions

- (a) **"Bank"** means CIMB Bank Berhad, Singapore Branch;
- (b) **"Borrower"** means a Resident obtaining this Proposed Borrowing;
- (c) **"Borrowing"** means any credit facility, financing facility, trade guarantee or guarantee for payment of goods, redeemable preference share, Islamic redeemable preference share, private debt security or Islamic private debt security other than:
 - (i) trade credit terms extended by a supplier for all types of goods or services;
 - (ii) forward contract with a licensed onshore bank excluding a contract that involves:
 - (A) the exchanging or swapping of Ringgit or non-Ringgit currency debt obligation with another non-Ringgit currency debt obligation; or
 - (B) the exchanging or swapping of non-Ringgit currency debt obligation with a Ringgit debt obligation;
 - (iii) performance guarantee or financial guarantee;
 - (iv) operational leasing facility;
 - (v) factoring facility without recourse;
 - (vi) a credit facility or financing facility obtained by a resident individual from a resident to purchase one residential property and one vehicle; or
 - (vii) credit card and charge card facility obtained by a resident individual from a resident;
- (d) **"Facility Letter"** means the facility letter issued or to be issued by the Bank to the Borrower documenting the principal terms and conditions of this Proposed Borrowing;
- (e) **"Financial Guarantee"** means a guarantee or any form of undertaking to secure the repayment of a debt or liability;
- (f) **"Guarantor"** means a Non-Resident providing a Financial Guarantee.
- (g) **"Non-Resident"** means:
 - (i) any person other than a Resident;
 - (ii) an overseas branch, a subsidiary, regional office, sales office or representative office of a Resident company;
 - (iii) Embassies, Consulates, High Commissions, supranational or international organizations; or
 - (iv) a Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia;
- (h) **"Proposed Borrowing"** means the Borrowing in non-Ringgit currency to be granted by the Bank to the Borrower upon the terms and subject to the conditions of the Facility Letter;
- (i) **"Proposed Financial Guarantee"** means the Financial Guarantee provided or to be provided by the Guarantor in favour of the Bank to secure the repayment of the indebtedness or liability arising under or pursuant to this Proposed Borrowing;
- (j) **"Resident"** means:

- (i) a citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
 - (ii) a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
 - (iii) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
 - (iv) an unincorporated body registered with or approved by any authority in Malaysia; or
 - (v) the Government or any State Government; and
- (k) "**Ringgit**" means the lawful currency for the time being of Malaysia

Unless otherwise specifically defined in this form, all terms and references defined in the Malaysian Financial Services Act 2013 or the Malaysian Foreign Exchange Administration Rules shall have the same meaning when used in this form.