

1. APPLICATION

- 1.1 This document constitutes a Service Schedule and must be read together with the Master Services Terms and Conditions, the Definitions Schedule and other Relevant Agreements.
- 1.2 The provisions of this Service Schedule apply where AmBank provides Collections Services to Customer.

2. COLLECTION SERVICES – GENERAL

- 2.1 **Purpose.** Customer shall use the Collections Services provided by AmBank solely for the purposes set out in the relevant set-up or application form or as otherwise agreed between AmBank and Customer from time to time.
- 2.2 **Cash Payments.** All cash Payments into the Collections Account must be deposited through AmBank's or AmBank branches or agent(s) appointed by AmBank.
- 2.3 **Receipt of Money.** Money is deemed received by AmBank only after AmBank has received cleared funds in full and all relevant authorisations for receipt of such funds. Customer may only utilise such funds after such deemed receipt by AmBank.
- 2.4 **Use or Withdrawal of Uncleared Funds.** Notwithstanding clause 3.2, and subject to clause 3.5, AmBank may in its sole discretion allow Customer to withdraw or use the money deposited into the Collections Account before AmBank is deemed to have received such money. Customer acknowledges that:
- (a) nothing in this Service Schedule is deemed to constitute an agreement by AmBank to grant overdraft or other form of credit facility to Customer;
- (b) if any temporary overdraft arises on the Collections Account due to credit having been received by Customer in respect of Cheques which are not honoured or cleared for any reason or reversal of any transfers of funds to the Collections Account:
- (i) Customer must pay all sums due and owing to AmBank (including any fees) arising thereby;
- (ii) AmBank may immediately debit the Collections Account or any Account of Customer (whether held by Customer singly or jointly with another or others) accordingly; and
- (iii) Customer must pay AmBank on demand, interest on such overdrawn amount at such rate as AmBank may prescribe from time to time or in the absence of agreement, 1% above AmBank's base lending rate from time to time
- (c) AmBank's rights under this clause shall not be affected or prejudiced by any lapse of time including between the date of receipt of a Cheque by any branch and the date of presentation of the Cheque, the date of crediting of the relevant funds, the date of dishonour becoming known, the date any credit is reversed and/or the date of debit or claim by AmBank.
- 2.5 **Unsuccessful Collections.** In the event of an unsuccessful collection, the relevant Cheque or other instrument will be returned to Customer, and where applicable, the Collections Account will be debited accordingly.
- 2.6 **Collections Account Adjustment.** If the Collections Account is over-credited or under-debited for any reason, AmBank reserves the right to recover such amount by debiting the Collections Account or any Account of Customer (whether held by Customer singly or jointly with another or others) accordingly.
- 2.7 **Disputes between Customer and Payer.** Any disputes between Customer and a payer in relation to any actual or

attempted Payment or credit to the Collections Account must be resolved by Customer without involving AmBank.

3. CHEQUE CLEARING SERVICES

- 3.1 **Procedure.** AmBank will follow its standard operating procedure from time to time when processing Cheques and when in receipt of Cheques bearing irregularities on their face, such as undated or incomplete Cheques.
- 3.2 **Collection Channels.** Unless AmBank otherwise agrees in writing, Customer must deliver all Cheques for deposit into the Collections Account via the following Channels only:
- (a) any branch of AmBank in Malaysia with cheque deposit facilities;
- (b) any courier company designated and authorised by AmBank to collect Cheques on behalf of AmBank in relation to the Collections Services provided to Customer.
- 3.3 **Deposit Slips.** All Cheques deposited into the Collections Account must be accompanied by a deposit slip and/or payment advice in the form prescribed by AmBank from time to time. If the deposit slip accompanying a Cheque contains errors or omissions, AmBank reserves the right to amend the deposit slip. AmBank's amended version of the deposit slip shall be deemed final and conclusive for all purposes.
- 3.4 **AmBank's Discretion.** Notwithstanding any agreement to the contrary or Customer's instructions to such effect, AmBank reserves the right to refrain from crediting the Collections Account with:
- (a) the value of any Cheque received but standing uncleared; and/or
- (b) the value of any Cheque received without a deposit slip or with an incomplete or inaccurate deposit slip.
- 3.5 **Customer's Warranty.** Customer warrants that Customer has full legal and beneficial title to each Cheque deposited into the Collections Account and accepts full responsibility for the authenticity, validity and correctness of signatures, endorsements and particulars appearing on such Cheques.
- 3.6 **Limitation of AmBank's Liability.** AmBank is only responsible for Cheques when deposited with and acknowledged by an authorised signatory or teller of any of AmBank's branches or branches or any correspondent bank specified by AmBank from time to time. AmBank is not liable in any respect for any losses:
- (a) arising out of any defects in the Cheque; or
- (b) caused by the negligence, willful misconduct or insolvency of any correspondent bank and/or agent.

4. COLLECTION SERVICES

- 4.1 **Receipt of Funds from Wire Transfer.** AmBank shall, at Customer's request, accept and act upon claims from Customer for payments to Customer from any person who has from time to time duly authorised and instructed its bankers to debit its account and transfer the amount debited through Wire Transfer or other appropriate clearing system to the credit of the Collections Account.
- 4.2 **Courier Services.** In relation to any Courier Service used in relation to the Collections Services, Customer:
- (a) authorises AmBank to engage, at AmBank's absolute discretion, one or more courier or other logistic companies to provide Courier Services;
- (b) agrees that the courier or other logistics company appointed by AmBank to provide the Courier Services are the

- Customer's agents for whom AmBank has no responsibility whatsoever; and
- (c) must pay for all fees, charges and disbursements payable and/or incurred in relation to the Courier Services.

4.3 **Foreign Currency Collection.** If any foreign currency is deposited into the Collections Account, AmBank may at any time convert such foreign currency into Ringgit Malaysia at the prevailing Forex Rate at the time of conversion.

5. AR RECONCILIATION SERVICES

5.1 **Customer's Obligation.** If Customer subscribes to the AR Reconciliation Services, Customer must:

- (a) provide to AmBank:
- (i) a list of outstanding accounts receivables on a periodic basis agreed between AmBank and Customer, and in the absence of such agreement, on a monthly basis on or before the 7th day of each month; and
 - (ii) specific instructions on how to match payments against the accounts receivable lists;
- (b) procure that each payment is accompanied by a payment advice which sets out at a minimum the following information:
- (i) the identity of the payer;
 - (ii) each invoice number which is the subject of the payment; and
 - (iii) the apportionment of the payment, if any, for each item in each invoice the subject of the payment.

5.2 **AmBank's Obligation.** AmBank must:

- (a) match each payment received against the list of outstanding accounts receivables in accordance with Customer's specific instructions and in the absence of such instructions, in accordance to such method of matching as AmBank may decide from time to time; and
- (b) provide Customer with an AR Reconciliation report within 7 days from the end of each agreed period, or in the absence of such agreement, within 7 days from the end of each calendar month.

5.3 **Clarification.** The services provided by AmBank under the AR Reconciliation Services constitute data enhancement services only. AmBank is not obliged to demand, or procure payment from any debtors of Customer. AmBank may receive payment (in full or in part) for and on behalf of Customer even if such payment is disputed by Customer or may result in any waiver of any rights of Customer. AmBank is not liable for any losses suffered by any party arising in connection with or as a result of AmBank's receipt of any money for and on behalf of Customer.

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