

Foreign Exchange Administration Rules Declaration Form - Corporate

Client Details	
Client Name	
Client Business Registration Number	

Section A – Notice 2: Borrowing [Please tick (√) where applicable]

- We **DO NOT** have borrowing with any financial institutions in Malaysia or non-resident and in the event we have any borrowing, we undertake to inform AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd immediately.
- We have borrowing and the details of our borrowing as follows: -
- Ringgit borrowing of up to **RM1 million in aggregate from non-resident**. Our total Ringgit borrowing as at today is _____.
 - only have **foreign currency borrowing with financial institution in Malaysia**.
 - foreign currency borrowing of up to **RM100 million equivalent in aggregate from other non-residents**. Our total foreign currency borrowing as at today is _____.
 - only have Ringgit borrowing with financial institutions in Malaysia.

Section B – Notice 3: Investment abroad and foreign currency asset onshore investment [Please (√) ONE option only]

- We **DO NOT** have domestic ringgit borrowing with any financial institutions in Malaysia and in the event we have any domestic ringgit borrowing, we undertake to inform AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd immediately.
- We have domestic ringgit borrowing with one or more financial institutions in Malaysia and the investment abroad and/or foreign currency asset onshore investment is up to RM50 million equivalent in aggregate per calendar year on group entities basis. Our total investment as of today is _____. (Group entities basis refers to investment by the resident entity and other resident entities within its group of entities with parent-subsiary relationship.)

Section C – Notice 4: Payment between residents in foreign currency

- We shall **NOT** perform payment in foreign currency between residents unless we have obtained approval from BNM and shall attach a copy of the approval letter to AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd.

Section D - Attestation (Applicable to Client acting on behalf of Beneficial Owner)

- We have taken all the necessary steps with our beneficial owners to comply and be in accordance with Bank Negara Malaysia's Foreign Exchange Administration Rules.

Declaration by client

1. We authorise and consent to AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd (as the case may be) to disclose the information in this declaration to Bank Negara Malaysia ("BNM"), any other governmental or regulatory authority/body or enforcement agencies having jurisdiction over AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd and to any third party at any time during and/or after the cessation of the relationship between AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd and ourselves.
2. We confirm that this declaration is true, complete and accurate based on our current situation. No material fact has been withheld intentionally from AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd. We undertake to provide BNM's approval letter to AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd when we do not meet with the above conditions.
3. We shall inform AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd immediately when there is any change to this declaration.
4. We acknowledge AmFunds Management Berhad's / AmIslamic Funds Management Sdn Bhd's reliance on our declaration to approve/process our application and we agree to indemnify and keep AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd fully indemnified against all losses, costs, damages, expenses, claims and demands incurred by AmFunds Management Berhad / AmIslamic Funds Management Sdn Bhd as a result of any incomplete, untrue or misleading information in our declaration herein, whether intentionally or otherwise.

(signature)	(signature)
Authorised Signatories	Authorised Signatories
Name:	Name:
Date:	Date:
Company Stamp(if applicable):	

Definitions

“**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 –

- (a) trade credit terms extended by a supplier for all types of goods or services;
- (b) forward contract with a licensed onshore bank excluding a contract that involves –
 - (i) the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or
 - (ii) the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation;
- (c) performance guarantee or financial guarantee;
- (d) operational leasing facility;
- (e) factoring facility without recourse;
- (f) a credit facility or financing facility obtained by a resident individual from a resident to purchase one residential property and one vehicle; or
- (g) credit card and charge card facility obtained by a resident individual from a resident.

“**domestic ringgit borrowing**” means borrowing in ringgit obtained by a resident from another resident. For a resident entity, the borrowing shall exclude borrowing from another resident entity within its group of entities with parent-subsidary relationship.

Details of Bank Negara Malaysia’s Foreign Exchange Policy and the respective document references are available for download through the link below, https://www.bnm.gov.my/index.php?lang=en&ch=fea&pg=en_fea_overview&ac=100