

AmBank (M) Berhad (AmBank or the Issuer)

A subordinated notes programme of up to RM8.0 billion in nominal value (Subordinated Notes Programme) for the issuances of Additional Tier 1 Notes (AT1 Notes) and Tier 2 Notes (T2 Notes) (collectively, the AT1 Notes and T2 Notes are known as Notes).

Principal Terms and Conditions

(A) CORPORATE INFORMATION OF ISSUER

- (1) Name : AmBank (M) Berhad (“AmBank” or the “Issuer”)
- (2) Address : Registered Address:
22nd Floor, Bangunan AmBank Group
No. 55, Jalan Raja Chulan
50200, Kuala Lumpur
Wilayah Persekutuan.

Business Address:
Menara AmBank
No. 8, Jalan Yap Kwan Seng
50450, Kuala Lumpur
Wilayah Persekutuan.
- (3) Date of incorporation: 25 March 1969
- (4) Place of incorporation : Malaysia
- (5) Business/Company : 8515-D
Registration Number
(Old)
- (6) Business/Company : 196901000166
Registration Number
(New)
- (7) Residence status : Resident Controlled Company
- (8) Place of listing : Not Listed
- (9) Date of listing : Not Listed
- (10) Principal activities of Issuer : Banking and finance.

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(11) Issued and paid-up share capital : **Issued and fully paid-up capital as at 31 August 2023:**
RM3,040,464,555.15 comprising 949,927,564 ordinary shares.

(12) Structure of shareholdings and names of shareholders or, in the case of a public company, names of all substantial shareholders : The following are the shareholders of the Issuer as at 31 August 2023:

Shareholder	Direct Shareholding		Indirect Shareholding	
	No. of shares held	% of shareholding	No. of shares held	% of shareholding
AMMB Holdings Berhad (Registration No. 199101012723 (223035-V))	949,927,564	100.0		
ANZ Funds Pty Limited	-	-	949,927,564 ¹	100.0
Australia and New Zealand Banking Group Limited	-	-	949,927,564 ²	100.0
ANZ BH Pty Ltd	-	-	949,927,564 ²	100.0
ANZ Group Holdings Limited	-	-	949,927,564 ²	100.0

Notes:

¹ Deemed interested by virtue of Section 8(4) of the Companies Act 2016 held through AMMB Holdings Berhad.

² Deemed interested by virtue of Section 8(4) of the Companies Act 2016 held through ANZ Funds Pty Limited.

(13) Board of directors :

No.	Name of director
1.	Voon Seng Chuan
2.	Soo Kim Wai
3.	Dato' Sri Abdul Hamidy bin Abdul Hafiz
4.	Dr. Veerinderjeet Singh a/l Tejwant Singh
5.	U Chen Hock
6.	Ng Chih Kaye
7.	Foong Pik Yee

Additional Notes:

The directors of the Issuer as at 31 August 2023 are as above.

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(14) Disclosure of the :
following

- (i) If the Issuer or its board members have been convicted or charged with any offence under any securities laws, corporation laws or other laws involving fraud or dishonesty in a court of law, or if any action has been initiated against the Issuer or its board members for breaches of the same, for the past ten years prior to the lodgement/ since incorporation (for Issuer incorporated less than ten years) : An administrative action (i.e. penalty of RM10,000.00) has been taken against the Issuer on 9 April 2021 for breach of Section 354(1)(b)(ii) of the Capital Markets and Services Act 2007 read together with paragraphs 4.05 and 4.06, Section B, Part 2 of the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework for the delay of ten (10) business days in the submission of the monthly post-issuance report for its structured product programme. This penalty had been paid in April 2021.
- (ii) If the Issuer has: been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five years prior to the lodgement : Not applicable.

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Principal Terms and Conditions**(B) PARTIES TO THE TRANSACTION****(a) Origination**

No.	Roles	Name of Parties
1.	Issuer	AmBank (M) Berhad ("AmBank" or the "Issuer")
2.	Principal Adviser	AmlInvestment Bank Berhad
3.	Lead Arranger	AmlInvestment Bank Berhad (Registration No. 197501002220 (23742-V)) ("AmlInvestment Bank")
4.	Solicitors	Messrs. Adnan Sundra & Low (acting for the Principal Adviser / Lead Arranger)
5.	Trustee	Malaysian Trustees Berhad (Registration No. 197501000080 (21666-V)) ("MTB" or the "Trustee")
6.	Credit Rating Agency	RAM Rating Services Berhad (Registration No. 200701005589 (763588- T)) ("RAM")
7.	Facility Agent	AmlInvestment Bank
8.	Other-Responsible Party to Submit Post-Issuance Notice	AmlInvestment Bank

(b) At the point of distribution

No.	Roles	Name of Parties
1.	Issuer	AmBank
2.	Lead Manager	(i) AmlInvestment Bank; and/or (ii) such other financial institutions to be appointed (if applicable)
3.	Facility Agent	AmlInvestment Bank
4.	Central Depository	Bank Negara Malaysia ("BNM")
5.	Paying Agent	BNM
6.	Trustee	MTB

(c) After distribution

No.	Roles	Name of Parties
1.	Issuer	AmBank
2.	Principal Adviser	AmlInvestment Bank Berhad
3.	Facility Agent	AmlInvestment Bank
4.	Trustee	MTB
5.	Credit Rating Agency	RAM
6.	Central Depository	BNM
7.	Paying Agent	BNM

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(C) DETAILS OF FACILITY/PROGRAMME

- (1) Name of facility : A subordinated notes programme of up to RM8.0 billion in nominal value (“Subordinated Notes Programme”) for the issuances of Additional Tier 1 Notes (“AT1 Notes”) and Tier 2 Notes (“T2 Notes”) (collectively, the AT1 Notes and T2 Notes are known as “Notes”).
- (2) One-time issue or programme : Programme
- (3) Type of issuance(s) under this facility : Corporate Bonds
- (4) ASEAN Corporate Bonds :
- (5) Shariah principles (for sukuk) : Not applicable
- (6) Facility description (for ringgit-denominated sukuk, to provide description as cleared by the SC) : A subordinated notes programme of up to RM8.0 billion in nominal value for the issuances of Additional Tier 1 Notes and Tier 2 Notes.
The AT1 Notes and T2 Notes are intended to qualify respectively as Additional Tier 1 and Tier 2 regulatory capital of the Issuer (at the consolidated and entity level) and the consolidated capital of AMMB Group (as defined below), and shall comply with Bank Negara Malaysia’s (“**BNM**”) Capital Adequacy Framework (Capital Components) issued on 9 December 2020 (as amended from time to time) (“**Capital Adequacy Framework**”) with respect to the requirements of Additional Tier 1 capital instruments and Tier-2 capital instruments respectively.
“**AMMB Group**” means AMMB and its subsidiaries (for so long as AMMB is the holding company of the Issuer).
“**AMMB**” means AMMB Holdings Berhad (Registration No. 199101012723 (223035-V)).
- (7) Currency : Ringgit
- (8) Expected facility/ programme size : Up to MYR 8,000,000,000.00

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(9) Option to upsize (for : Yes
programme)

Additional Notes:

The Issuer shall have the option to upsize the Subordinated Notes Programme at any time and from time to time provided that the following conditions have been fulfilled:

(i) the relevant regulatory approvals (including but not limited to the approval from BNM) where applicable, all necessary corporate authorisation and other consents have been obtained by the Issuer;

(ii) such upsizing will not result in any adverse impact on the rating of the Subordinated Notes Programme; and

(iii) the Issuer has complied with the relevant requirements under the LOLA Guidelines, in relation to such upsizing.

The Trust Deeds (as defined under the paragraph entitled “*Other terms and conditions – Transaction Documents*”) will provide that the AT1 Note holders (“**AT1 Noteholders**”) and/or T2 Note holders (“**T2 Noteholders**”) (collectively, the AT1 Noteholders and T2 Noteholders are known as “**Noteholders**”) have consented to any upsizing of the Subordinated Notes Programme limit from time to time. Accordingly, no further consent will be required from the AT1 Noteholders and/or T2 Noteholders or the Trustee or any other party under the Subordinated Notes Programme for the Issuer to exercise the option to upsize the limit of the Subordinated Notes Programme from time to time.

(10) Tenure of facility/ : Perpetual
programme

(11) Availability period of : The AT1 Notes and T2 Notes shall be available for issuance from the period
debt/ sukuk : commencing from the date all conditions precedent are fulfilled to the satisfaction of
programme : the Lead Arranger (unless waived by the Lead Arranger) as set out in the relevant
Transaction Documents (as defined under the paragraph entitled “*Other terms and conditions – Transaction Documents*”) so long as the Subordinated Notes Programme subsists.

The first issuance of the AT1 Notes and/or T2 Notes under the Subordinated Notes Programme shall be made within ninety (90) business days from the date of the lodgement of the required information and documents in relation to the Subordinated Notes Programme with the SC as required under the LOLA Guidelines (“**Lodgement**”) or such other period as may be approved by the SC.

(12) Clearing and : BNM or its successors-in-title or successor in such capacity, in relation to the
settlement platform : Subordinated Notes Programme.

(13) Mode of issue : Private/direct placement
 Bought deal
 Book building

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- (14) Selling restrictions : (i) At issuance:
- Read together with Schedule 9 of the CMSA
 - Other-See additional notes
- (ii) After issuance:
- Read together with Schedule 9 of the CMSA
 - Other-See additional notes

Additional Notes:

Selling Restrictions at issuance

The Notes under the Subordinated Notes Programme may only be offered, sold, transferred or otherwise disposed directly or indirectly to a person to whom an offer or invitation to subscribe for or purchase the Notes may be made and to whom the Notes are issued would fall within:

- (i) Paragraph 1(a), (b) or (d) of Part 1 of Schedule 5 of the Capital Markets and Services Act 2007, as amended from time to time (“**CMSA**”); and
- (ii) Schedule 6 and Schedule 7 of the CMSA; read together with
- (iii) Schedule 9 (or Section 257(3)) of the CMSA,

subject to any change in the applicable law, order, regulation or official directive from time to time.

Selling Restrictions after issuance

The Notes under the Subordinated Notes Programme may only be offered, sold, transferred or otherwise disposed directly or indirectly, to a person to whom an offer or invitation to subscribe for or purchase the Notes may be made and to whom the Notes are issued would fall within:

- (i) Paragraph 1(a), (b) or (d) of Part 1 of Schedule 5 of the CMSA; and
- (ii) Schedule 6 (or Section 229(1)(b)) of the CMSA; read together with
- (iii) Schedule 9 (or Section 257(3)) of the CMSA,

subject to any change in the applicable law, order, regulation or official directive from time to time.

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- (15) Tradability and transferability : Size in Ringgit which are tradable and transferable:
MYR 8,000,000,000.00
Size in Ringgit which are non-tradable and non-transferable:
Not applicable
Size in Ringgit which are restricted transferability:
Not applicable
- (16) Secured/combinatio : Unsecured
n of unsecured and
secured, if
applicable
- (17) Details of guarantee, : Not guaranteed
if applicable
- (18) Convertibility of : Non-convertible
issuance and details
of the convertability
- (19) Exchangeability of : Non-exchangeable
issuance and details
of the
exchangeability
- (20) Call option and : Each tranche of the AT1 Notes and/or T2 Notes may have a call option (“Call
details, if applicable : Option”)(to be determined prior to the relevant issue date). Under the Call Option,
the Issuer may, after a minimum of five (5) years, at its option, and subject to the
Redemption Conditions (as defined under the paragraph entitled “*Provisions on
early redemption, if applicable*”) being satisfied, redeem that tranche of AT1 Notes
and/or T2 Notes (in whole or in part) at the Redemption Amount (as defined under
the paragraph entitled “*Provisions on early redemption, if applicable*”).
- (21) Put option and : No put option
details, if applicable

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Principal Terms and Conditions

(22) Details of covenants : Positive Covenants

Positive covenants which are typical and customary for transactions of this nature including but not limited to the following:

- (i) The Issuer shall at all times maintain its corporate legal existence and exercise reasonable diligence in carrying out its business and affairs in a proper and efficient manner and in accordance with sound financial and commercial standards and practices and will ensure, amongst others, that all necessary approvals and relevant licences for the operation of the Issuer's business are obtained and maintained;
- (ii) The Issuer shall at all times maintain a Paying Agent (or its equivalent) who is based in Malaysia;
- (iii) The Issuer shall procure the Facility Agent to notify the Trustee, if the Paying Agent does not receive payment from the Issuer on the due dates and in the manner as required under the Transaction Documents and the terms and conditions of the relevant Notes;
- (iv) The Issuer shall at all times keep proper books and accounting records on a basis consistently applied in accordance with the laws of Malaysia and generally accepted accounting principles and standards in Malaysia and provide the Trustee and any person appointed by it access to such books and accounts to the extent permitted by law;
- (v) The Issuer shall ensure that the provisions of the information memorandum in respect of the Subordinated Notes Programme ("**Information Memorandum**") does not contain any matter or information which is inconsistent with the Transaction Documents and the terms and conditions of the relevant Notes;
- (vi) The Issuer shall ensure that any conditions subsequent in relation to the issuance of the AT1 Notes and/or T2 Notes are complied with in accordance with the terms and conditions of the AT1 Notes and/or the T2 Notes, and that any request from the Issuer to add, extend, vary or otherwise modify any conditions subsequent shall be subject to the approval of the AT1 Noteholders and/or the T2 Noteholders;
- (vii) The Issuer shall at all times perform all its obligations and promptly comply with all provisions of the Trust Deeds and the Transaction Documents and the terms and conditions of the AT1 Notes and/or T2 Notes, and immediately notify the Trustee in the event that the Issuer is unable to fulfil or comply with any of the provisions of the Trust Deeds and the Transaction Documents;
- (viii) The Issuer shall at all times comply with any and all requirements and rules, regulations and guidelines as may be issued and/or imposed by the SC and BNM from time to time and the applicable provisions of the CMSA; and
- (ix) Such other positive covenants as required under the SC's Guidelines on Trust Deeds issued by SC on 12 July 2011 and revised on 23 July 2020 ("**Guidelines on Trust Deeds**") or as may be advised by the solicitors acting for the Lead Arranger and to be mutually agreed between the Lead Arranger and the Issuer.

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Negative covenants

No negative covenant

Financial Covenants

No financial covenant

Information Covenant

Information covenants which are typical and customary for transactions of this nature including but not limited to the following:

- (i) The Issuer shall deliver to the Trustee:
 - (a) a copy of its annual audited consolidated financial statements within one hundred and eighty (180) days after the end of each financial year;
 - (b) a copy of its semi-annual unaudited consolidated financial statements within ninety (90) days after the end of each half of its financial year end;
 - (c) copies of any other accounts, reports, notices, statements or circulars issued to its shareholders which are material and substantial to or necessary for the Noteholders to make informed investment decisions within thirty (30) days after the same has been issued;
 - (d) annually, a certificate confirming that the Issuer has complied with its obligations under the Trust Deeds and relevant Transaction Documents and the terms and conditions of the Notes, and that there did not exist or had not existed, from the date the Notes were issued or from the date of the last certificate, as the case may be, any Enforcement Event (as defined under the paragraph entitled "*Events of default or enforcement events, where applicable, including recourse available to investors*") and if such is not the case, the certificate should specify the same; and
 - (e) any information which the Trustee may from time to time reasonably require in order for the Trustee to discharge their duties and obligations under the Transaction Documents, relating to the Issuer's affairs to the extent permitted by law;
- (ii) The Issuer shall notify the Trustee in the event that the Issuer becomes aware of the following:
 - (a) any Enforcement Event or that such other right or remedy under the terms, provisions and covenants of the relevant Notes and Trust Deeds have become immediately enforceable;
 - (b) any substantial change in the nature of the business of the Issuer;
 - (c) any change in the withholding tax position or tax jurisdiction of the Issuer; or
 - (d) any other matter that may materially prejudice the interests of the Noteholders; and
- (iii) Such other information covenants as required under the Guidelines on Trust Deeds or as may be advised by the solicitors acting for the Lead Arranger and to be mutually agreed between the Lead Arranger and the Issuer.

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(23) Details of designated account, : No designated account if applicable

(24) Details of credit rating agency, credit rating, amount rated, if applicable

Credit Rating Agency	Credit Rating	Final/ Indicative	Name of Tranche/ Series / Class	Partial rating	Amount Rated
RAM	A ₂	Final	Not applicable	Not applicable	RM8.0 billion
RAM	AA ₃	Final	Not applicable	Not applicable	RM8.0 billion

Additional Notes:

The respective Notes have been assigned the following final ratings by RAM of up to RM8.0 billion in nominal value each:

(i) AT1 Notes – A₂; and

(ii) T2 Notes – AA₃.

For the avoidance of doubt, the issuance of the Notes is subject to an aggregate limit of RM8.0 billion in nominal value.

(25) Conditions precedent : Conditions precedent which are typical and customary for transactions of this nature including but not limited to the following:

Conditions Precedent for the establishment of the Subordinated Notes Programme

- (i) The relevant Transaction Documents in relation to the Subordinated Notes Programme have been duly executed and, where applicable, stamped or endorsed as being exempted from stamp duty and if applicable, presented for registration at the relevant registries;
- (ii) Certified true copies of the certificate of incorporation and the constitution or its equivalent of the Issuer;
- (iii) Certified true copies of the Return for Allotment of Shares (or Form 24 as prescribed under the Companies Act 1965), the Notification of Change in the Registered Address (or Form 44 as prescribed under the Companies Act 1965) and Notification of Change in the Register of Directors, Managers and Secretaries (or Form 49 as prescribed under the Companies Act 1965) of the Issuer;
- (iv) Certified true copy of the board resolutions of the Issuer authorising, amongst others, the establishment of the Subordinated Notes Programme, the issuance of the AT1 Notes and/or T2 Notes and the execution of all relevant documents thereto;
- (v) A list of the Issuer's authorised signatories and their respective specimen signatures;
- (vi) A report of the relevant company search conducted on the Issuer;
- (vii) A report of the relevant winding up search conducted on the Issuer;

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- (viii) Evidence that all relevant regulatory approvals and acknowledgements in respect of the establishment of the Subordinated Notes Programme and where applicable, issuance of the AT1 Notes and/or T2 Notes, have been obtained, including but not limited to written approval from BNM in relation to the establishment of the Subordinated Notes Programme and where applicable, the issuance of the AT1 Notes and/or T2 Notes and the acknowledgement by the SC of the Lodgement;
- (ix) Evidence that the Notes under the Subordinated Notes Programme have obtained the minimum long-term rating as stated in the section entitled “*Details of credit rating, if applicable*”;
- (x) Evidence that: (a) the TRAs (as defined under the paragraph entitled “*Other terms and conditions – Trustee’s Reimbursement Accounts*”) have been opened; and (b) the TRAs each has been established and the deposit of Ringgit One Hundred Thousand (RM100,000.00) has been made therein;
- (xi) Evidence that all fees, costs, and expenses in relation to the Subordinated Notes Programme have been paid in full to the extent that the same are due and payable and/or evidence that arrangements have been made for all fees, costs and expenses in relation to the Subordinated Notes Programme to be paid;
- (xii) Legal opinion from the solicitors with respect to the legality, validity and enforceability of the Transaction Documents and confirmation that all conditions precedent thereto have been fulfilled or waived, as the case may be; and
- (xiii) Such other conditions precedent as advised by the solicitors acting for the Lead Arranger and mutually agreed between the Lead Arranger and the Issuer.

Conditions Precedent for each issuance of AT1 Notes and T2 Notes

- (i) Evidence of BNM’s prior approval or notification to BNM prior to issuance (as the case may be) in respect of issuance of the relevant tranche of AT1 Notes or T2 Notes, pursuant to the requirements under the BNM approval letter dated 10 October 2023 and in accordance with the Capital Adequacy Framework;
- (ii) Confirmation from the Issuer that all representations and warranties remain true and accurate in all material respects;
- (iii) No Enforcement Event has occurred or is continuing or would occur as a result of an issuance of the AT1 Notes or T2 Notes (as the case may be) under the Subordinated Notes Programme; and
- (iv) Such other conditions for issuance as advised by the solicitors acting for the Lead Arranger.

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- (26) Representations and Warranties
- Representations and warranties which are usual and customary for transactions of this nature, which shall include but not limited to the following:
- (i) The Issuer is a company duly incorporated and validly existing under the laws of Malaysia and has the power and authority to carry out its business;
 - (ii) The Issuer has the power to enter into, exercise its rights and perform its obligations under the Transaction Documents;
 - (iii) The Issuer's entry into, exercise of its rights and performance under the Transaction Documents do not and will not violate any existing law or agreements to which it is a party;
 - (iv) The issuance of the AT1 Notes or T2 Notes (as the case may be) has been duly authorised, and when issued and delivered pursuant to the Transaction Documents, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Issuer enforceable in accordance with its terms;
 - (v) The Issuer has all licenses, franchises, permits, authorisations, approvals, orders and other concessions of and from all governmental and regulatory officials and bodies that are necessary to own or lease its properties and conduct its business, other than where the failure to obtain such licenses, franchises, permits, authorisations, approvals, orders and other concessions would not have a Material Adverse Effect (as defined below);
 - (vi) The Transaction Documents create valid and binding obligations which are enforceable on and against the Issuer;
 - (vii) All necessary actions, authorisations and consents required under the Transaction Documents have been taken, fulfilled and obtained and remain in full force and effect;
 - (viii) No litigation or arbitration is current or, to the Issuer's knowledge, is threatened, which if adversely determined would have a Material Adverse Effect;
 - (ix) The audited financial statements of the Issuer are prepared in accordance with generally accepted accounting principles and standards and they fairly represent its financial position;
 - (x) The financial statements and other information supplied are true and accurate in all material aspects and not misleading except that, when the warranted information is a forecast, the warranty will be to the effect that the forecast has been made on the basis of assumptions which were reasonable at the time when they were made and after due enquiry;
 - (xi) No event has occurred which could constitute an Enforcement Event and/or which with the giving of notice or the lapse of time or fulfilment of the relevant requirement(s) as contemplated under the relevant Transaction Documents would constitute an Enforcement Event;
 - (xii) No step has been taken by the Issuer, its creditors or any of its shareholders or any other person on its behalf nor have any legal proceedings or applications been started or threatened under Section 366 of the Companies Act 2016;
 - (xiii) There has been no change in the business or condition (financial or otherwise) of the Issuer or its subsidiaries (if any) since the date of its last audited financial statements which might have a Material Adverse Effect; and
 - (xiv) Such other representations and warranties as may be advised by the solicitors

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acting for the Lead Arranger and to be mutually agreed between the Lead Arranger and the Issuer.

“Material Adverse Effect” means the occurrence of any event which materially and adversely affects the ability of the Issuer to perform any of its obligations under any of the Transaction Documents or which materially and adversely affects the business, financial position, shareholders’ funds or results of the operations of the Issuer.

(27) Events of defaults or: enforcement events, where applicable, including recourse available to investors

There are no events of default applicable for the AT1 Notes and T2 Notes. However, the following enforcement events (**“Enforcement Events”** and each an **“Enforcement Event”**) are applicable:

a. the Issuer defaults in the payment of any monies owing in respect of the AT1 Notes and/or T2 Notes (as the case may be) when the same shall become due and payable in accordance with the Transaction Documents and the Issuer fails to remedy such default within a period of seven (7) business days from the date on which such payment is due; and

b. an order is made for the winding-up of the Issuer and such order is not stayed or set aside within sixty (60) days of such order being made or where so stayed, such stay lapses, or an effective resolution is passed for the winding-up of the Issuer except where such order is made or such resolution is passed for the purpose of a reconstruction or amalgamation, the terms of which have been approved by the AT1 Noteholders and/or T2 Noteholders (as the case may be) by way of special resolution.

Upon the occurrence of item (i) above, subject to the terms of the relevant Trust Deeds, the Trustee may or shall institute proceedings to enforce the payment obligations under that relevant tranche of the AT1 Notes and/or T2 Notes (as the case may be) and may institute proceedings in Malaysia for the winding-up of the Issuer, provided that neither the Trustee nor any of the relevant AT1 Noteholders and/or T2 Noteholders (as the case may be) shall have the right to accelerate payment of that relevant tranche of AT1 Notes and/or T2 Notes (as the case may be).

Upon occurrence of item (ii) above, subject to the terms of the relevant Trust Deeds, the Trustee may or shall declare (by giving written notice to the Issuer) that the AT1 Notes and/or T2 Notes (as the case may be) with all other sums payable under the AT1 Notes and/or T2 Notes (as the case may be) pursuant to the relevant Transaction Documents shall become immediately due and payable.

For the avoidance of doubt, the occurrence of an Enforcement Event under item (i) above for any tranche of the AT1 Notes and/or T2 Notes (as the case may be) will not trigger an Enforcement Event for other tranches of the outstanding AT1 Notes and/or T2 Notes (as the case may be). However, the occurrence of an Enforcement Event under item (ii) above will trigger an Enforcement Event for all tranches of the outstanding AT1 Notes and/or T2 Notes (as the case may be).

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In relation to the AT1 Notes, for the avoidance of doubt, no Distributions (as defined under the paragraph entitled "*Other terms and conditions – Distribution/Coupon Rate*") shall be due and payable if such Distributions or any part thereof has been cancelled or is deemed cancelled (in whole or in part) under the provisions in the section entitled "*Other terms and conditions – Limitation on Payment*". Accordingly, no default in payment under the AT1 Notes will have occurred or be deemed to have occurred in such circumstances.

(28) Governing laws : Laws of Malaysia.

(29) Provisions on buy-back, if applicable : The Issuer or any of its subsidiaries or agent(s) of the Issuer or any other related corporation of the Issuer may at any time, subject to the prior approval of BNM where applicable but which approval shall not be required for a purchase done in the ordinary course of business, purchase the AT1 Notes and/or T2 Notes in full or in part thereof at any price in the open market or by private treaty, provided that no Non-Viability Event (as defined under the paragraph entitled "*Other terms and conditions – Non-Viability Event*") has occurred prior to the date of such purchase. If purchases are made by tender, such tender must (subject to any applicable rules and regulations) be made available to all the relevant AT1 Noteholders and/or T2 Noteholders of the relevant tranche equally.

All the AT1 Notes and/or T2 Notes purchased by the Issuer or its subsidiaries or agent(s) of the Issuer (other than in the ordinary course of business) shall be cancelled and shall not be resold.

All the AT1 Notes and/or T2 Notes purchased by other related corporations (other than the Issuer's subsidiaries) or any interested person of the Issuer, which includes the directors, major shareholders and chief executive officer, need not be cancelled but they will not entitle such related corporations or interested person of the Issuer to vote under the terms of the AT1 Notes and/or T2 Notes subject to any exceptions in the Guidelines on Trust Deeds.

For the avoidance of doubt, all AT1 Notes and/or T2 Notes held by related corporations and the interested person of the Issuer shall not be counted for the purposes of voting and for the purposes of forming a quorum subject to any exceptions in the Guidelines on Trust Deeds.

For the purpose of this clause, the term "*ordinary course of business*" includes those activities performed by the Issuer, any of its subsidiaries or agents or any related corporations of the Issuer for third parties and excludes those performed for the own account of the Issuer, the Issuer's subsidiaries or agents or such related corporations. Third parties herein refer to the Issuer's, the Issuer's subsidiaries' and/or related corporations' clients. The term "*related corporation*" has the same meaning given to it in the Companies Act 2016.

For the avoidance of doubt, subject always to the requirements of the Guidelines on Trust Deeds where the purchase of the AT1 Notes and/or T2 Notes by the Issuer or its subsidiaries or by agent(s) of the Issuer shall be cancelled and shall not be resold, neither the Issuer nor an affiliated party over which it exercises control or significant influence can purchase the AT1 Notes and/or T2 Notes, nor can the Issuer directly or indirectly have financed its purchase, failing which the regulatory adjustments as set out in the Capital Adequacy Framework shall apply.

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(30) Provisions on early redemption, if applicable : **(i) Optional Redemption**

In respect of each tranche of the AT1 Notes and/or T2 Notes with a Call Option, the Issuer may, after a minimum of five (5) years, at its option, and subject to the Redemption Conditions being satisfied, redeem that tranche of AT1 Notes and/or T2 Notes (in whole or in part) at their Redemption Amount.

(ii) Tax Redemption

The AT1 Notes and/or T2 Notes may be redeemed at the option of the Issuer in whole or in part, and subject to the Redemption Conditions being satisfied, at any time at the Redemption Amount, if a Tax Event (as defined below) has occurred and is continuing.

“**Tax Event**” means that, if there is more than an insubstantial risk that:

(a) the Issuer has or will become obliged to pay any additional taxes, duties, assessments or government charges of whatever nature in relation to the AT1 Notes and/or T2 Notes; or

(b) the Issuer would no longer obtain tax deductions for the purposes of Malaysian corporation tax for any payment in respect of the AT1 Notes and/or T2 Notes,

as a result of a 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 change in the application or official application or interpretation of such laws or regulations, which change or amendment is announced and becomes effective on or after the issue date and the Issuer cannot, by taking reasonable measures available to it, avoid such obligations.

In the case of a partial redemption of any tranche of the AT1 Notes and/or T2 Notes, the selection of the AT1 Notes and/or T2 Notes to be redeemed will be made by the Trustee on a pro rata basis, by lot or by such other method as the Trustee (with the agreement of the Issuer) will deem to be fair and appropriate.

(iii) Regulatory Redemption

The AT1 Notes and/or T2 Notes may be redeemed at the option of the Issuer in whole or in part, and subject to the Redemption Conditions being satisfied, at any time at the Redemption Amount, if a Regulatory Event (as defined below) has occurred and is continuing.

“**Regulatory Event**” means that, if there is more than an insubstantial risk, as determined by the Issuer, that:

(a) any tranche of the AT1 Notes and/or T2 Notes (in whole or in part) will, either immediately or with the passage of time or upon either the giving of notice or the fulfilment of a condition, in the case of AT1 Notes no longer qualify as Additional Tier 1 capital of the Issuer or AMMB Group (as the case may be), or in the case of T2 Notes no longer qualify as Tier 2 capital of the Issuer or AMMB Group (as the case may be), for the purposes of BNM’s capital adequacy requirements under any applicable regulations; or

(b) changes in law will make it unlawful to continue performing its obligations under any tranche of the AT1 Notes and/or T2 Notes.

In the case of a partial redemption of any tranche of the AT1 Notes and/or T2

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Notes, the selection of the AT1 Notes and/or T2 Notes to be redeemed will be made by the Trustee on a pro rata basis, lot lot or by such other method as the Trustee (with the agreement of the Issuer) will deem to be fair and appropriate.

“Redemption Conditions” means:

(i) the Issuer has received a written approval from BNM prior to redemption of such tranche of AT1 Notes and/or T2 Notes or any part thereof;

(ii) the Issuer is solvent at the time of redemption of such tranche of the AT1 Notes and/or T2 Notes or any part thereof and immediately thereafter;

(iii) the Issuer is not in breach of BNM’s minimum capital adequacy requirements and capital buffer requirements applicable to the Issuer after redemption of such tranche of AT1 Notes and/or T2 Notes or any part thereof; and

(iv) the Issuer shall:

(a) replace the called or redeemed tranche of the AT1 Notes and/or T2 Notes or any part thereof 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) demonstrate to the satisfaction of BNM that its capital position is and can be sustained well above the capital adequacy and capital buffer requirements after redemption of such tranche of AT1 Notes and/or T2 Notes or any part thereof.

“Redemption Amount” means the principal amount of the outstanding AT1 Notes and/or T2 Notes, together with any accrued and not cancelled but unpaid (if any) Distributions and/or Coupons (as defined under the paragraph entitled “*Other terms and conditions – Distribution/Coupon Rate*”) (as the case may be) up to (but not including) the redemption date.

(31) Voting : **Prior to upsizing of the Subordinated Notes Programme**

All matters which require consent from the AT1 Noteholders and T2 Noteholders shall be carried out on a collective basis by the AT1 Noteholders and T2 Noteholders respectively.

Post upsizing of the Subordinated Notes Programme

All matters which require consent from the AT1 Noteholders and T2 Noteholders shall be carried out on a “per series” basis by the AT1 Noteholders and T2 Noteholders respectively.

(32) Permitted investments, if applicable : No permitted investments

(33) Ta’widh (for ringgit-denominated sukuk) : Not applicable

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(34) Ibra' (for ringgit-denominated sukuk) : Not applicable

(35) Kafalah (for ringgit-denominated sukuk) : Not applicable

(36) Waivers from complying with Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework and other relevant guidelines of the SC obtained for the facility/programme, if any : Not applicable.