



OCBC Bank (Malaysia) Berhad (295400-W)

OCBC Wealth Financing

<p>PRODUCT DISCLOSURE SHEET</p> <p>(Please read this Product Disclosure Sheet before you decide to take up this product. Be sure to also read the terms and conditions in the letter of offer. Seek clarification from your institution if you do not understand any part of this document or the general terms)</p>	<p>OCBC Bank (Malaysia) Berhad (the “Bank”)</p> <p>Product : Wealth Financing Date : 20 January 2025</p>
<p>1. What is this product about?</p> <p>1.1 Wealth Financing comprises the following facilities granted in United States Dollar (USD) (USD is the “Facility Currency”, which is also the “Base Currency”) :</p> <ul style="list-style-type: none">(a) Revolving Credit Facility;(b) Overdraft Facility; and(c) Foreign Exchange (FX) Margin Facility. <p>The Revolving Credit and Overdraft Facilities are collectively called “Credit Facilities”. The Credit Facilities together with FX Margin Facility are collectively called “Facilities”.</p> <p>As Wealth Financing is secured against all cash, deposits and investment assets acceptable to the Bank that are maintained in the Wealth Account from time to time, the borrower/customer may suffer losses of more than the investment amount by taking up Wealth Financing. This is so even if the investment assets in the Wealth Account were purchased by the borrower/customer’s own funds without using drawings from the Wealth Financing. The borrower/customer will have to go through such assessment(s) as may be required by the Bank to determine whether the respective Facilities under Wealth Financing are suitable for him/her.</p> <p>The borrower/customer may be offered only the Credit Facilities (without FX Margin Facility), or where appropriate, the Facilities (with FX Margin Facility), which will be stated accordingly in the Facility Letter.</p> <p>The Facilities are granted on a non-committed basis and subject to periodic reviews where the Bank may demand repayment even if there is no event of default.</p> <p>1.2 The limit for the Credit Facilities is a global lending limit “Lending Limit” in USD, which is subject to the Bank’s credit assessment and approval, which may be reviewed periodically and revised by the Bank from time to time. The minimum Lending Limit is Malaysian Ringgit MYR100,000 in USD equivalent while the maximum is up to MYR10million in USD equivalent. The Lending Limit shall comply with Bank Negara Malaysia’s Foreign Exchange Policy Rules (“FEP Rules”), specifically Notice 2: Borrowing & Guarantee.</p> <p>Under Notice 2: Borrowing and Guarantee. A resident individual, sole proprietor or General Partnership is only allowed to borrow in foreign currency up to MYR10million (or such other limit as prescribed by BNM) equivalent in aggregate from a licensed onshore bank or a non-resident.</p>	

The limit for the FX Margin Facility is distinct and separate from the Lending Limit and will be referred to as the “**FX Margin Limit**” in USD.

- 1.3 The Credit Facilities are granted for personal use of the borrower. Each drawing of the Credit Facilities may be made in any one of the following currencies (each of the following is a “**Drawing Currency**”):
- (a) USD;
 - (b) Australian Dollar (AUD);
 - (c) Pound Sterling (GBP);
 - (d) New Zealand Dollar (NZD);
 - (e) Euro (EUR);
 - (f) Canadian Dollar (CAD); and
 - (g) Japanese Yen (JPY).
- For example, the borrower may elect to draw the USD Credit Facilities in AUD (Drawing Currency is AUD), subject to the currency conversion arising from the Drawing Currency being different from the Facility Currency.
- 1.4 The FX Margin Facility comes with FX Margin Limit which may be utilised for the borrower to open a position by entering into a contract to buy specified amount of a currency (“**Currency You Buy**”) by selling specified amount of another currency (“**Currency You Sell**”) at a rate agreed with the Bank (“**FX Contract Rate**”) payable on a future date (the contract is referred to as “**FX Transaction**”). The FX Margin Facility may be utilized for FX Transaction in any of the following currencies and you shall select the Currency You Buy and the Currency You Sell from amongst the following currencies (each, a “**FX Transaction Currency**”):
- (a) USD;
 - (b) AUD;
 - (c) GBP;
 - (d) NZD;
 - (e) EUR;
 - (f) CAD;
 - (g) JPY;
 - (h) Singapore Dollar (SGD);
 - (i) Hong Kong Dollar (HKD); and
 - (j) Offshore Renminbi (CNH).
- 1.5 Each time the borrower enters into an FX Transaction, an amount equal to the “**Initial Margin**” (which is a percentage of the full amount of the Currency You Sell) for each FX Transaction will be deducted from the FX Margin Limit. The aggregate of all the Initial Margins of all the borrower’s FX open positions must not exceed the FX Margin Limit. If the FX Margin Limit is exceeded, the borrower must pay cash to reduce the FX Margin Limit utilization.
- 1.6 The Credit Facilities (borrowers without FX Margin Facility) or, as the case may be, the Facilities (borrowers with FX Margin Facility) are secured against all cash, deposits and investment assets (such as unit trust, bonds, etc.) acceptable to the Bank which are maintained in the Wealth Account with the Bank from time to time, denominated in such currencies acceptable to the Bank (each, a “**Collateral Currency**”) and more particularly set out in the Facility Letter. The Collateral provider(s) shall execute the Memorandum of Charge and Assignment Over Cash and Securities (first and/or third party) in favour of the Bank.

- 1.7 The product is offered to Residents and Non-Residents (as per the definitions of “Resident” and “Non-Resident” defined in section 2 below), provided that if an applicant is a Non-Resident, the citizenship or residency must be of a country acceptable to the Bank (e.g., countries or territories which are not sanctioned).
- 1.8 Without prejudice to the generality of the foregoing, please seek advice from a financial adviser to help you consider the suitability of using the Facilities to fund any investment product, taking into account your specific investment objectives, investment horizons, risk appetite, financial situation or particular needs before you make a commitment. Whether or not you choose to seek advice from a financial adviser, you should consider whether the product in question is suitable for you.

2. What do I get from this product?

- 2.1 The Credit Facilities, or, as the case may be, the Facilities, as explained under section 1 above.
- 2.2 Interests at the Prescribed Rates more particularly set out in the Facility Letter are payable by you for Revolving Credit and Overdraft Facilities respectively. Please refer to illustration in page 6 and 7. *(For current rates, kindly refer to your Client Advisor/Relationship Manager)*
- 2.3 Tenure :
- (a) Revolving Credit Facility: Each drawing is repayable at the end of the interest period availed by the Bank from time to time and selected by you when you request for drawing (“**Interest Period**”, which commences on the date of drawdown and ends on the last day of the Interest Period “**Maturity Date**”, provided that if such date is not a Business Day, such Interest Period shall end on the next Business Day. A “**Business Day**” is a day on which the banks in Malaysia and the country of the Drawing Currency or, where applicable, FX Transaction Currency, are opened for banking business, other than a Saturday, Sunday and public holiday). Subject to the Bank’s rights to change the interest periods available for your selection from time to time, as of the date of this document, 1, 3 and 6 months Interest Periods are available for selection. Each drawing is repayable on the Maturity Date, unless the drawing is rolled over subject to the terms and conditions in the Facility Letter. Only a drawing under the Revolving Credit Facility may be rolled over, therefore all references to roll-over in this document shall be construed to mean roll-over of a drawing made under the Revolving Credit Facility.
- (b) Overdraft Facility: Repayable on demand.
- 2.4 Drawings of Credit Facilities : Subject always to availability of funds and the Margin of Advance (defined below), each drawing (including upon roll-over) shall be in the applicable Drawing Currency amount and when aggregated with the sums drawn down under the Credit Facilities, shall not exceed the Lending Limit. For clarity, the Credit Facilities are granted on an uncommitted basis and the Bank has absolute discretion not to allow any request to draw or to roll-over any drawing.
- 2.5 For each drawing of the Credit Facilities where the Drawing Currency is different from the Facility Currency, for purposes of determining whether the Lending Limit and the Margin of Advance had or had not been exceeded at each drawing or roll-over, your outstanding liabilities under the Credit Facilities and the amount of the drawing or roll-over shall be converted from the Drawing Currency into USD as the Base/Facility Currency, on the date

of the drawing or roll-over and thereafter **daily** (or at such other intervals determined by the Bank) at the exchange rates stipulated by the Bank. If the amount of the drawing or roll-over will cause the Lending Limit and/or Margin of Advance to be breached, you may only drawdown or roll-over an amount that will not result in a breach of the Lending Limit and Margin of Advance. Fluctuations in the exchange rates after each drawdown or rollover of the Credit Facilities will also be taken into account in determining whether the Lending Limit and/or Margin of Advance had been exceeded and if exceeded, you will be required to provide additional cash and/or acceptable collaterals to maintain the Lending Limit and Margin of Advance.

- 2.6 In addition to the above, in order to ensure compliance with the FEP Rules specifically Notice 2 as explained in section 1 above, each drawing including upon roll-over, when aggregated with the sums drawn down under the Credit Facilities, shall not exceed MYR10million in USD equivalent. If the amount of the drawing or the roll-over will cause the Credit Facilities to exceed MYR10million in USD equivalent, you may only drawdown or roll-over an amount that will not result in the breach or you may be required to repay such amount stipulated by the Bank.
- 2.7 Your liabilities incurred under the FX Margin Facility are computed daily by aggregating the Initial Margin of all your open positions and your losses after accounting for your profits in your open positions (the unrealized profit/loss of your open positions).
- 2.8 The daily exchange rate of the currency pair of each of your open FX Transaction(s) will be monitored throughout its tenure to recalculate the Initial Margin amount whenever its daily exchange rate differs from the FX Contract Rate. To calculate the Initial Margin for FX Transactions where the Currency You Sell at the FX Contract Rate is a currency other than USD, it will be converted into USD at the prevailing exchange rate between USD and the Currency You Sell (“**USD Rate**”) to obtain its USD equivalent. The Initial Margin will be calculated using the percentage fixed by the Bank for the Currency You Sell. The daily exchange rate of the currency pair will be monitored throughout its tenure to obtain the USD equivalent of the Currency You Sell whenever its daily exchange rate differs from the USD Rate.
- 2.9 The full amount of the Currency You Sell at the FX Contract Rate is marked to market daily for computation of the amount of your losses after accounting for your profits in your open positions (the unrealized profit/loss of your open positions). The unrealized profit/loss is computed in USD. For FX Transactions in currencies other than USD, the Currency You Sell will be converted into USD for computation of the unrealized profit/loss. In this scenario, the unrealized profit/loss will fluctuate when USD fluctuates against the Currency You Sell.
- 2.10 Margin of Advance (“MOA”):
- (a) If a borrower has only Credit Facilities (without FX Margin Facility):
Subject always to the Lending Limit, your liabilities under the Credit Facilities (“**Total Liabilities**”) when aggregated with the amount available for drawing under the Credit Facilities, shall not, in terms of Margin of Advance (“MOA”), exceed 100% of the total values assigned by the Bank (“Assigned Values”) to the Collaterals charged to the Bank at the material time.

Note: all references in this document to “Total Liabilities” for borrowers with only Revolving Credit and Overdraft Facilities shall be construed to mean “Total Liabilities” as defined in this sub-paragraph 2.10(a).

- (b) If a borrower has Facilities (Credit Facilities and FX Margin Facility): Subject always to the Lending Limit and the FX Margin Limit respectively, your liabilities under the Credit Facilities and your liabilities under FX Margin Facility (“**Total Liabilities**”) when aggregated with the amount available for drawing under the Credit Facilities and the FX Margin Limit available for utilization, shall not, in terms of Margin of Advance (“MOA”), exceed 100% of the total values assigned by the Bank (“Assigned Values”) to the Collaterals charged to the Bank at the material time.

Note: all references in this document to “Total Liabilities” for borrowers with Revolving Credit, Overdraft and FX Margin Facilities shall be construed to mean “Total Liabilities” as defined in this sub-paragraph 2.10(b).

- (c) The Bank may vary the Assigned Values for all or any of the Collaterals from time to time. Upon variation, the revised Assigned Values shall apply to the affected Collaterals with immediate effect. The MOA is calculated daily or at such other intervals at the discretion of the Bank based on the following formula:

MOA = Total Liabilities ÷ Total of the Assigned Values of the Collaterals securing the Facilities at any given point in time x 100%

2.11 In MOA computation:

- (a) If the Collateral Currency is different from the Facility Currency, then there will be conversion from the Collateral Currency into USD as the Base/Facility Currency, for deriving the Facility Currency equivalent of the Assigned Value of the Collateral.
- (b) If the Drawing Currency is different from the Facility Currency, then there will be conversion from the Drawing Currency into USD as the Base/Facility Currency, for deriving the Facility Currency equivalent of the total liabilities.
- (c) If the FX Transaction is in currencies other than the Facility Currency, then there will be conversion from the Currency You Sell into USD as the Base/Facility Currency, for deriving the Facility Currency equivalent of the liabilities under FX Margin Facility in the manner provided in the Facility Letter.

All currency conversions are performed at the exchange rates stipulated by the Bank.

2.12 The Assigned Values for the Collaterals are set out in greater details in the Facility Letter. The Bank shall be entitled to ascribe zero Assigned Value for any of the non-cash Collaterals, without affecting the Bank’s rights to force liquidate these zero Assigned Value Collaterals in accordance with the terms and conditions in the Facility Letter.

2.13 All Collaterals are valued daily or at such other intervals at the discretion of the Bank, in such manner stated in the Facility Letter. Fluctuations in exchange rates of the Collateral Currency(ies), the Drawing Currency(ies), the FX Transaction Currencies and the Base/Facility Currency are also monitored daily.

2.14 If the MOA is breached or exceeded due to any fluctuations in the Collateral value and/or the Collateral Currency, the Drawing Currency and/or the FX Transaction Currencies and/or the Base/Facility Currency and/or the Assigned Value of any Collateral, the Bank will trigger Margin Deficit, Margin Call or Stop Loss to restore the MOA.

2.15 When your Total Liabilities exceed the total Assigned Values of the Collaterals, you are in “**Margin Deficit**”. During Margin Deficit, adjustments will be made to :

- (a) the Assigned Values of certain Collaterals within the specified range; and

(b) if you have FX Margin Facility, the Initial Margin percentages for the Currency You Sell, in the manner set out in the Facility Letter, for purposes to determine when “**Margin Call**” or “**Stop Loss**” is triggered.

2.16 The Bank will trigger Margin Deficit, Margin Call and Stop Loss as follows :

Margin Deficit	<p>The Bank will contact you to provide additional cash or acceptable collaterals to rectify the Margin Deficit. If Margin Deficit is not rectified within 10 Business Days (“MD Remedy Period”), the Bank will trigger Margin Call notwithstanding the Margin Deficit has not breached the threshold for Margin Call. If you fail to comply with Margin Call within 2 Business Days or if the Bank is not able to contact you after 3 attempts, the Bank may exercise its rights to force liquidate any Collaterals to restore the MOA.</p> <p>If any time during the MD Remedy Period, the Margin Deficit breaches the threshold for Margin Call or Stop Loss, the Bank will immediately trigger Margin Call or Stop Loss, as the case may be.</p>
Margin Call	<p>The Bank will contact you to provide additional cash or acceptable collaterals, if the threshold for Margin Call is triggered. The Margin Call must be complied within 2 Business Days. If you fail to comply with Margin Call within 2 Business Days or if the Bank is not able to contact you after 3 attempts, the Bank may exercise its rights to force liquidate any Collaterals to restore the MOA.</p>
Stop Loss	<p>The Bank will contact you to provide additional cash or acceptable collaterals, if the threshold for Stop Loss is triggered. The Stop Loss must be complied within 1 Business Day. If you fail to comply with Stop Loss within 1 Business Day or if the Bank is not able to contact you after 3 attempts, the Bank may exercise its rights to force liquidate any Collaterals to restore the MOA.</p>

2.17 Before the MOA is restored, all Facilities granted to you are suspended until further notice from the Bank.

2.18 If the person(s) providing foreign currency Collateral is/are Resident(s) but not your immediate family member(s), payments to the Bank, including through liquidation of his/their foreign currency Collateral must be made in MYR under the FEP Rules. This involves conversion of the Collateral proceeds into MYR. The MYR amount, converted into the Facility Currency will settle an equivalent amount of the outstanding sums under the Facilities. If the person(s) providing Collateral is/are your immediate family member(s), payments to the Bank, including through liquidation of his/their Collateral, can be made in the Facility Currency or if paid in some other currency, upon conversion into the Facility Currency.

The “**immediate family member**” means your spouse, parents, children or siblings.

The term “**Resident**” means:

- (a) A citizen of Malaysia, excluding citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
- (b) A citizen of Malaysia with a permanent residence status abroad and is ordinarily residing in Malaysia for at least 182 days within a calendar year;
- (c) A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia for at least 182 days within a calendar year; or
- (d) A body corporate incorporated or established or registered with or approved by any authority in Malaysia.

The term “**Non-Resident**” means:

- (a) Any person other than a Resident; or
- (b) A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.

2.19 Interest for Revolving Credit Facility :

Interest at the Prescribed Rate set out in the table below, which applies to each drawing made under the Revolving Credit Facility, shall be calculated by reference to the Interest Period (as defined above). The amount of interest payable shall be calculated by multiplying the principal amount drawn down by the Prescribed Rate for the duration of the Interest Period (calculated on the basis of a year of 360 days for USD, AUD, NZD, EUR, JPY and CAD and 365 days for GBP or such other number of day year as may be determined by the Bank). The interest amount shall be paid in the applicable Drawing Currency on the Maturity Date (as defined above).

To understand how the interest payable at maturity is calculated, please refer to the example below. It is important to note that this information has been provided as an illustration only.

Illustration for Revolving Credit Facility:

Drawing Currency : Select from AUD/CAD/EUR/JPY/NZD/GBP/USD

Drawing : 500,000 in Drawing Currency

Interest Period : 6 months

Drawing Currency	AUD	CAD	EUR	JPY	NZD	GBP	USD
Cost of Funds for 6 months Interest Period (“6M COF”)	5.75%p.a.	5.99%p.a.	4.86%p.a.	5.83%p.a.	4.01%p.a.	5.30%p.a.	0.08%p.a.
Prescribed Rate	6M COF + 1%p.a.						
Effective Lending Rate	6.75%p.a.	6.99%p.a.	5.86%p.a.	6.83%p.a.	5.01%p.a.	6.30%p.a.	1.08%p.a.
Interest amount payable in Drawing Currency on Maturity Date	16,875	17,475	14,650	17,075	12,525	15,750	2,700

Bank’s Cost of Funds (“COF”) :

COF is the rate of interest incurred by the Bank for obtaining funds in the relevant interbank market, equivalent to the amount and for the tenor of the Interest Period plus reserve cost. Reserve cost means cost to the Bank of maintaining statutory reserves and complying with liquidity and other requirements of Bank Negara Malaysia or any other appropriate authorities in Malaysia. The applicable COF shall remain fixed throughout the Interest Period until the rollover date, save as varied in accordance with the terms of the Facility Letter. On each rollover date, the COF as determined by the Bank shall automatically apply.

2.20 Interest for Overdraft Facility:

Interest at the Prescribed Rate for Overdraft Facility set out in the table below, which applies to each drawing made under the Overdraft Facility, shall be calculated on the daily

outstanding balance of the Overdraft and debited from the Multi Currency Current Account (MCCA) at the end of each calendar month and shall be paid/serviced monthly.

Prescribed rate	• 5.50% p.a.
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2.21 **Interest for Excess**

If the Lending Limit is exceeded for any reason whatsoever, interest at the Prescribed Rate for Overdraft Facility will be levied on the amount in excess of the Lending Limit from the date of the Lending Limit being exceeded to the date the Lending Limit ceases to be exceeded. Interest is calculated on the daily outstanding balance of the amount in excess of the Lending Limit, shall be payable monthly in arrears, and debited from your MCCA. For avoidance of doubt, if such excess causes the Margin of Advance to be breached, then in addition to imposing interest, the Bank will trigger Margin Deficit, Margin Call or Stop Loss in the manner explained above.

3. What are my obligations?

3.1 For Revolving Credit Facility:

- (a) To repay each drawing (including on roll-over) at the end of its Interest Period (unless rolled over), together with all interest and other monies accrued and payable by you in respect of the Revolving Credit Facility.
- (b) In the event there is no request to roll-over in your Drawdown Notice or no Roll-Over Notice is given by you, you shall repay the principal amount of the drawing, interest and other sums payable in relation thereto on the Maturity Date.

3.2 For Overdraft Facility: Interest shall be calculated on the daily outstanding balance of the Overdraft and debited from your MCCA at the end of each calendar month and shall be paid/serviced monthly. Further, as Overdraft Facility is repayable on demand, you shall repay such amount demanded by the bank.

3.3 For Credit Facilities: To pay cash or provide additional Collaterals within the stipulated time to restore the Margin of Advance, if it is exceeded and you come under Margin Deficit and as the case may be, Margin Call or Stop Loss. To pay cash to restore the Lending Limit, if your drawings exceed the Lending Limit.

3.4 For FX Margin Facility: To pay cash to reduce utilisation in excess of FX Margin Limit. To pay cash or provide additional Collaterals within the stipulated time to restore the Margin of Advance, if it is breached.

4. What other charges do I have to pay?

- Facility Letter **Stamp duties** to LHDN at the rates prescribed in the Stamp Act 1949
- Security Documents – stamp duty of RM10 per copy.
- Fees and charges incurred for registering the Power of Attorney are chargeable by solicitors* as per the scale in the Solicitors' Remuneration Order.
- All legal fees, fees for a bankruptcy search, fees for any statutory declaration, registration fees and fees for disbursements chargeable by solicitors* incurred shall be borne by you.

*Please check with our sales staff for the estimated fees and charges.

5. What if I fail to fulfil my obligations?

5.1 If you fail to pay any sum due and payable including:

- (a) For Revolving Credit Facility when you fail to pay interest (rolled over) or principal and interest (no roll over instructions or bank disallows roll over);
- (b) For Overdraft Facility when you fail to repay such amount demanded by the bank;
- (c) For FX Margin Facility when you fail to make payment to regularize your account, when your account breaches the FX Margin Limit or Margin of Advance;
- (d) Full settlement sum when the Bank recalls or terminates the Facilities,

If you commit any event of default set out in the terms and conditions, including failure to make payment of any sum due and payable under the Credit Facilities, or as the case may be, Facilities granted to you, the Bank may take such steps as it deems appropriate to recover the outstanding sums, including liquidating any collaterals and enforcing any security the bank may have. You are also responsible for settling any shortfall after the security is enforced. Any default in repayment of the Credit Facilities, or as the case may be, the Facilities, may result in your other facilities with OCBC Bank (Malaysia) Berhad/OCBC Al-Amin Bank Berhad being suspended, recalled, cancelled or terminated.

5.2 The Bank has the right to consolidate and set-off, by notice to you, any credit balance in your account(s) maintained with the Bank against any outstanding balance in the Facilities.

5.3 Legal action can be taken against you if you commit any event of default, and you will have to bear all fees, costs and expenses in connection with such legal action.

6. Can I fully settle the tranche of the Revolving Credit Facility or the Overdraft before its maturity?

6.1 For the Revolving Credit Facility – if you decide to repay the tranche prior to its maturity date, you must give the Bank at least 3 business days prior written notice informing the Bank of the date and the amount that you intend to prepay or fully settle the tranche and the Bank will compute the amount that you are required to pay.

6.2 For the Overdraft Facility – if you decide to repay the Overdraft Facility, you must give the Bank at least 3 business days prior written notice informing the Bank of the date and the amount that you intend to prepay or fully settle the Facility and the Bank will compute the amount that you are required to pay.

7. Do I need any insurance coverage?

No

8. What are the major risks?

The risks listed in this document are not exhaustive. You should only apply for and utilize any of the Facilities and enter into transactions if you fully understand the nature of the Facilities and transactions and the extent of your risk exposure. You acknowledge that you will require and shall obtain professional advice concerning the above if you do not fully comprehend them.

8.1 Margin call risks

- (a) "Margin call risks" refers to the customer who is in Margin Deficit, Margin Call or Stop Loss. He will be required to provide additional collaterals or pay cash to reduce the outstanding liabilities and restore the MOA. If the customer fails to do so within the stipulated time (for Stop Loss, the customer is given 1 Business Day to restore MOA), the Bank will have to liquidate the Collaterals, even at a loss, to restore the MOA.
- (b) The customer faces margin call risks, if market conditions cause the Collateral value to fall. A fall in Collateral value will cause a corresponding fall in the total Assigned Values of the Collaterals, and if the Total Liabilities exceed the total Assigned Values of the Collaterals, the customer will go into Margin Deficit and where applicable, Margin Call and Stop Loss. The fluctuations in the Collateral value are tracked on daily basis.
- (c) The customer faces margin call risks, if bank reduces the Assigned Value(s) of any Collaterals. The Assigned Values are subject to periodic review and revision at the Bank's absolute discretion. The Assigned Value may be changed within a short period of time and the change is not notified to customer. If a reduction in the Assigned Value results in the Total Liabilities exceeding the total Assigned Values of the Collaterals, the customer will go into Margin Deficit and where applicable, Margin Call and Stop Loss.
- (d) The customer faces margin call risks, if the Total Liabilities exceed the Total Assigned Value of Collaterals, arising from fluctuations in exchange rates. For example : the Drawing Currency (say, AUD) strengthens against the Facility Currency (USD), causing an increase in the Total Liabilities when AUD is converted into USD; the Collateral Currency (say, EUR) weakens against the Facility Currency (USD), causing a fall in the total Assigned Value of Collaterals when EUR is converted into USD; the FX Transaction Currencies strengthen against Facility Currency (USD) resulting in an increase in the Initial Margin and/or unrealized loss (which will increase the liabilities for FX Margin Facility and eventually increase the Total Liabilities). The fluctuations in the exchange rates are tracked on daily basis.
- (e) The customer faces margin call risks if there is a knock-in event for the customer to take delivery of shares receivable, which may cause a sharp drop in the collateral value and Assigned Value of the affected structured investment. The shares receivable will continue to secure the Facilities subject to the terms and conditions in the Memorandum of Charge and Assignment Over Cash and Securities (first and/or

third party) in favour of the Bank, but there is zero Assigned Value for such shares receivable.

8.2 Interest rate risks

The interest rate of the Revolving Credit Facility may increase due to the fluctuating Cost of Funds for the Drawing Currency, resulting in a higher interest payment amount on rollover. An increase in interest rate will in turn reduce the return of investment.

8.3 Foreign exchange risks

- (a) In the daily computation of MOA, the Collateral Currencies, Drawing Currencies and FX Transaction Currencies other than USD will be converted into USD. Therefore, fluctuations of any of these currencies against USD may result in the MOA being exceeded as explained in item 8.1(d) above and the customer will go into Margin Deficit and where applicable, Margin Call and Stop Loss and will be required to pay cash or provide additional Collaterals to restore the MOA.
- (b) The customer is exposed to foreign exchange risks arising from the conversion of the Collateral Currency to the Drawing Currency if he uses proceeds from maturity or disposal of collateral in a Collateral Currency to repay a drawing in a different Drawing Currency.
- (c) If the Collaterals are in foreign currency and the owner/co-owner of these Collaterals is/are Resident but not the borrower's immediate family members, there are further foreign exchange risks as proceeds from liquidation of the Collaterals must be converted into Ringgit Malaysia (MYR) for payment to the Bank and the MYR amount, on conversion into the Facility Currency will settle an equivalent amount of the Credit Facilities, or as the case may be, the Facilities.

8.4 Liquidity risks

A liquid market for the sale of collaterals may not always exist in which case, the sale of the collaterals may only be possible at prices substantially lower than the initial purchase price. Private investments such as structured investments and negotiable instruments of deposit do not have open market value and the customer will suffer or incur high costs or charges for early unwinding or premature withdrawal, when the Bank liquidates/sells/closes out the structured investments or negotiable instruments of deposit for customer's failure to restore the MOA within the stipulated time. The customer would be liable for any amounts that is not satisfied from the sale of the collaterals.

8.5 Leverage risks for customer with FX Margin Facility

Leverage means pledging cash or collateral in margin trading to multiply investment value. This multiplying effect increases the risk of customer portfolio by amplifying both investment gains and losses, particularly during volatile markets. Therefore, using leverage may not be suitable for customers who are not comfortable with bearing a greater risk of loss. In the worst case scenario, they may lose more than what they originally invested.

8.6 The Bank maintains a concentration limit for (i) any particular Securities issue (the term "Securities" in this context includes Bonds and Unit Trusts), (ii) any particular issuer and (iii) any particular country of the issuer. If the customer's collaterals are not diversified and have exceeded the concentration limit explained above, the Bank may ascribe zero Assigned Value to such of the customer's collaterals in excess of the Bank's concentration limits. The Bank may require the Customer to diversify the collaterals charged to the Bank.

8.7 Disclosure of Interests

The collaterals charged to the Bank to secure the Facilities include private investments between the customer as the investor and the Bank as the issuer, such as structured investments and negotiable instruments of deposit, for which there is no open market. These private investments are sold by the Bank, charged to the Bank as collaterals and may be liquidated by the Bank to restore the MOA or for recovery of any amount due from the customer, even if at a loss to the customer, all these at prices/values determined by the Bank at its sole and absolute discretion.

Potential and actual conflicts of interests may arise from the different roles played by the Bank and/or any of its related companies in connection with their activities. The economic interest of the Bank and/or any of its related companies in each role may be against the interest of the customer, neither the Bank nor any of its related companies in conducting their businesses is obliged to take into account circumstances or act in a manner which is favourable to the customer.

The Bank and/or any of its related companies may have an interest in the liquidation/realisation of the private investments, which will be conducted at the prices determined by the Bank in accordance with terms and conditions of the private investments governing premature or early withdrawal. Otherwise, any potential conflict of interests is managed and mitigated by the Bank using “Chinese walls” to separate and isolate the respective departments and companies within the OCBC Group to ensure confidentiality of sensitive information. Each department and company within OCBC Group has separate and distinct operations with internal controls and checks in place to ensure and safeguard the independence of each department or company.

8.8 Investment assets/products in Wealth Account as collateral for Wealth Financing

Wealth Financing is secured against all the cash, deposits and investment assets acceptable to the Bank in the Wealth Account(s) designated in the Facility Letter.

When the borrower/customer purchases investment products with the Bank at any time and from time to time, such investment products may (or may not) be maintained in the Wealth Account(s) at the sole and absolute discretion of the Bank. All investment products maintained in the Wealth Account(s) acceptable to the Bank will be used to secure the Wealth Financing, subject to the terms and conditions in the Facility Letter and Memorandum of Charge and Assignment Over Cash and Securities (first and/or third party) in favour of the Bank. This includes existing and such new investment product(s) which may be offered by the Bank at any time and from time to time. As and when required by the Bank, the borrower/customer and/or such third party security provider(s) will need to sign supplementary agreement, failing which the Wealth Financing may no longer be utilized by the borrower/customer.

9. What must I do if there are changes to my contact details?

It is important that you inform us of any changes to your contact details to ensure all correspondences reach you in a timely manner. To update us on your latest contact information, please call the OCBC Contact Centre at 03-8317 5000.

Please quote your facility account number when requesting to update your contact details.

10. Where can I get assistance and redress?

10.1 If you have difficulties in making repayments, please contact us at the earliest possible time to discuss repayment alternatives.

10.2 Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counseling, financial education and debt restructuring for individuals. You can contact AKPK at:

**Tingkat 8, Maju Junction Mall
1001, Jalan Sultan Ismail
50250 Kuala Lumpur
Tel: 03-2616 7766
E-mail: enquiry@akpk.org.my**

10.3 If you wish to lodge a complaint on the products or services provided by us, you may contact us at:

Customer Assurance Unit

**OCBC Bank – Service Transformation
Menara OCBC
No. 18 Jalan Tun Perak
50050 Kuala Lumpur**

Or email us at myexperience@ocbc.com

10.4 If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:

**BNMTELELINK
Jabatan Komunikasi Korporat
Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur**

Tel: 1-300-88-5465 (1-300-88-LINK)

Overseas: 603-2174-1717

Operating hours: 9.00 a.m. – 5.00 p.m. (Monday – Friday except public holidays)

Web form: bnmlink.bnm.gov.my



OCBC Bank (Malaysia) Berhad (295400-W)

11. Where can I obtain further information?

To make an enquiry, please contact us at 03-8317 5000

OCBC Bank (Malaysia) Berhad
Menara OCBC
18 Jalan Tun Perak
50050 Kuala Lumpur Malaysia

“The POWER! Programme is a programme conducted by AKPK which aims to empower young and first-time borrowers with the knowledge to manage their finances effectively. To enrol, please call 1800-88-2575 or visit www.akpk.gov.my for more information.

IMPORTANT NOTE: YOUR FACILITIES MAY BE RECALLED OR CANCELLED IF YOU DO NOT KEEP UP WITH YOUR PAYMENTS. LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU FAIL TO FULFIL YOUR OBLIGATIONS.

This information provided in this disclosure sheet is valid from 20 January 2025.

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