

FOREIGN EXCHANGE ADMINISTRATION DECLARATION FORM

APPENDIX A: REMITTANCE IN FOREIGN CURRENCY (INCLUDING THROUGH CONVERSION FROM RINGGIT)

PART ONE: DECLARATION BY RESIDENTS

A. GENERAL DECLARATION

(1) I / We acknowledge and understand that:

- (a) **"Domestic Ringgit Borrowing"** means Ringgit 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 in whatever name or form **but excludes**:
- Trade credit terms extended by a supplier for all types of goods & services;
 - Forward contract with a licensed onshore bank except a contract that involves:
 - exchanging or swapping of Ringgit or foreign currency debt obligation with another foreign currency debt obligation
 - exchanging or swapping of foreign currency debt obligation with a Ringgit debt obligation
 - Performance guarantees or financial guarantees;
 - One personal housing loan & one vehicle loan obtained from residents (for resident individuals only);
 - Credit card & charge card facilities obtained from a resident (for resident individuals only);
 - Operational leasing facilities;
 - Factoring facilities without recourse
- (b) A resident company is deemed to have Domestic Ringgit Borrowing if there is another resident company within its group of companies which has Ringgit borrowing.
- (c) **"Direct shareholder"** means a shareholder with at least 10% shareholding in a resident entity.
- (d) **"Foreign Currency Obligations"** means import payment (i.e. payment to non-resident seller/supplier/service provider) and/or foreign currency loan repayment/financing obligations
- (e) The terms **"Borrowing"**, **"Loan"** and **"Lending"** appearing in this declaration will also be read as "financing" (where applicable) for Islamic banking products and services
- (f) Reference to **"Bank"** in this declaration refer shall be reference to Standard Chartered Bank Malaysia Berhad or Standard Chartered Saadiq Berhad (as the context may require)

(2) I / We shall abide to the limits mentioned herein or such other limits as may be varied or amended by Bank Negara Malaysia from time to time on the operation of the Trade Foreign Currency Account ("**Trade FCA**") and Investment Foreign Currency Account ("**Investment FCA**") or for foreign currency investments (onshore / abroad);

(3) Any investment abroad is not for the purpose of buying or selling of foreign currency unless it is done through the authorized dealers and/or financial institutions permitted by Bank Negara Malaysia. The list of authorized dealers and financial institutions is published in Bank Negara Malaysia's website: http://www.bnm.gov.my/index.php?ch=fs_mfs&pg=fs_mfs_list&lang=en

I / We hereby acknowledge and agree that it is my / our responsibility to ensure that any buying or selling of foreign currency is with authorized dealers and/or financial institutions permitted by Bank Negara Malaysia.

B. ADDITIONAL DECLARATIONS

1. CONVERSION OF RINGGIT MALAYSIA FOR PLACEMENT INTO FOREIGN CURRENCY ACCOUNT (EXCLUDING PLACEMENT INTO FOREIGN CURRENCY ACCOUNT OVERSEAS FOR PURPOSE OF EDUCATION/EMPLOYMENT ABROAD)

(A) I / We the hereby declare and confirm that: -

- ☐ Currently I / We DO NOT have any Domestic Ringgit Borrowing* with any financial institutions in Malaysia and in the event I /we have any Domestic Ringgit Borrowing*, I / we undertake to inform the Bank immediately; or
- ☐ Currently I / We have Domestic Ringgit Borrowing* with one or more financial institutions in Malaysia and the conversion from Ringgit Malaysia into foreign currency for crediting into Investment FCA will not cause any infringement to the investment limit as set below:

	Investment Limit
Residents (Individual/Company) with NO Domestic Ringgit Borrowing	No limit
Resident Individuals WITH Domestic Ringgit Borrowing	Up to RM1 million equivalent in aggregate per calendar year using funds from: (i) conversion of Ringgit Malaysia; (ii) swapping of financial asset; and (iii) transfer from Trade FCA
Resident Companies WITH Domestic Ringgit Borrowing	Up to RM50 million equivalent in aggregate per calendar year (calculated on a corporate group basis) from: (i) conversion of Ringgit Malaysia; (ii) foreign currency borrowing/financing from licensed onshore bank for purposes other than direct investment abroad; (iii) swapping of financial asset; (iv) transfer from Trade FCA

**Reference to 'Individuals' includes sole proprietorship and general partnerships.*

*** For Companies - Domestic Ringgit Borrowing is calculated on corporate group basis*

I / We further undertake to inform the Bank in the event of subsequent changes to the status of my / our Domestic Ringgit Borrowing.

(B) I / We the hereby declare and confirm that the aggregate of conversion from Ringgit Malaysia for placement into Trade FCA will not exceed total of 6 months of my / our Foreign Currency Obligations.

2. CONVERSION OF RINGGIT MALAYSIA FOR PLACEMENT INTO FOREIGN CURRENCY ACCOUNT FOR THE PURPOSE OF EDUCATION / EMPLOYMENT ABROAD

- ☐ I / We hereby submit the documentary evidence and justification for education / employment abroad to comply with the requirements set out by Bank Negara Malaysia.

3. TRANSFER FROM TRADE FCA TO INVESTMENT FOREIGN CURRENCY ACCOUNT (BY RESIDENTS WITH DOMESTIC RINGGIT BORROWING)

- ☐ I / We hereby declare and confirm that the transfer from Trade FCA to my/our own Investment FCA will not cause any infringement to the investment limit as set out above.

4. REMITTANCE IN FOREIGN CURRENCY TO RESIDENT FOR THE PURPOSE OF LOAN

Section A: Applicable to Resident Individual Only

☐ **Loan To Resident Individual**

I hereby declare and confirm that the resident is my immediate family member (husband/wife, parents, children, or siblings).

☐ **Loan To Resident Company**

I hereby declare and confirm that I am a direct shareholder of the resident company.

Section B: Applicable to Resident Company Only

☐ **Loan To Related/Subsidiary Resident Company**

We hereby declare and confirm that:

- ☐ We are the direct shareholder of the resident company

OR

- ☐ The resident company is within our group of companies

5. REMITTANCE IN FOREIGN CURRENCY TO IMMEDIATE FAMILY MEMBER (BY RESIDENT INDIVIDUAL ONLY)

☐ **Payment To Resident Individual**

I hereby declare and confirm that the resident is my immediate family member (as below) and shall immediately provide all documents evidencing such relationship upon request by the Bank:

- ☐ Husband / wife
- ☐ Parents
- ☐ Child / Children
- ☐ Sibling

PART TWO: DECLARATION BY NON-RESIDENTS

REMITTANCE IN FOREIGN CURRENCY TO RESIDENT FOR THE PURPOSE OF LOAN

Section A: Applicable to Non-Resident Individual Only

☐ **Loan To Resident Individual**

I hereby declare and confirm that:

- ☐ the resident is my *immediate family member.

OR

- ☐ the resident is NOT my *immediate family member.

(*Immediate family member refers to husband/wife, parents, children, or siblings only)

☐ **Loan To Resident Company**

I hereby declare and confirm that:

- ☐ I am a direct shareholder of the resident company

OR

- ☐ I am NOT a direct shareholder of the resident company.

Section B: Applicable to Non-Resident Company Only

☐ **Loan To Related/Subsidiary Resident Company**

We hereby declare and confirm that:

- (i) we are the direct shareholder of the resident company OR the resident company is within our group of companies;
- (ii) we are not a non-resident financial institution; and
- (iii) we are not a special purpose vehicle/entity (SPV).

We / I hereby declare and confirm that the details provided above and in documents submitted by us/me are true and correct. In case any of the information is found to be false, untrue, incorrect or misleading, we are / I am aware that we / I may be held liable for it.

APPLICANT'S SIGNATURE:

NAME:
A/C NO. :
DATE :

The section is for Bank's Use Only	
Signature Verified By	
Signature	
Name	
PeopleSoft ID	