



TERMS & CONDITIONS FOR FOREIGN EXCHANGE TRANSACTIONS

KFH Malaysia is authorized to rely upon and act on all instructions and correspondences (“Instruction”) from the Customer communicated by telephone or transmitted by facsimile or other electronic mode of communication as may be mutually agreed upon by the parties.

The Customer releases KFH Malaysia who has relied upon or acted on the Instruction from the Customer and INDEMNIFIES and holds KFH Malaysia harmless from and against all actual and direct actions, suits, proceedings, costs (including reasonable legal costs), claims, demands, charges, expenses, losses and liabilities however arising (unless due to the gross negligence, willful default or fraud of KFH Malaysia) in consequence of, or in any way related to: -

- (i) KFH Malaysia having acted in good faith in accordance with the Customer’s Instruction, notwithstanding that such Instruction(s), as above have been initiated or transmitted in error or fraudulently altered, misunderstood or distorted in the lines of communication or transmission; and/or
- (ii) KFH Malaysia having refrained from acting in accordance with the Customer’s Instruction by reason of failure of either actual transmission thereof to the Recipient, whether connected to the fault or failure or other cause connected to the sending or receiving machine; and/or
- (iii) The Customer’s failure to forward all original copies of Instruction to KFH Malaysia within such period as KFH Malaysia may specify.

The Customer agrees that it will not raise any objection in respect of the agreed mode of communication in respect of or in relation to the Instruction nor will it challenge the authenticity of the Instruction given to KFH Malaysia in the courts of law.