

NOTICE TO CLIENTS

NOTICE OF AMENDMENT TO EXISTING CLIENT AGREEMENTS

NOTICE is hereby given to existing Clients of AmInvestment Bank Berhad, AmSec Nominees (Tempatan) Sdn Bhd and AmSec Nominees (Asing) Sdn Bhd's Products that their relevant Terms and Conditions / Facility Agreements of the Facility and Services provided will be amended to incorporate the Privacy Clause provided in the table below.

The amendment will be effective on 10 February 2014.

Client Agreements affected by this amendment are as follows:

- (a) Securities Trading Application Form with Terms and Conditions for Individual and Corporate Clients;
- (b) Islamic Securities Trading Application Form with Terms and Conditions for Individual and Corporate Clients;
- (c) Corporate (Institutional) Trading Account Application Form with Terms & Conditions for Securities Trading;
- (d) Margin Trading Facilities Agreement for Individual and Corporate;
- (e) Foreign Investing Service Agreement;
- (f) Nominees Agreement;
- (g) Global Master Securities Lending Agreement and Addendum;
- (h) Securities Borrowing and Lending Negotiated Transactions (SBLNT) Agreement Pertaining to the Appointment of Borrowing Representative/Lending Representative; and
- (i) Terms and Conditions (AmPrivate Banking)

PRIVACY

- 1. You hereby confirm that you have read, understood and agreed to be bound by the Privacy Notice of AmBank Group (which is available at <u>www.amesecurities.com</u>) and the clauses herein, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into our Agreement with you.
- 2. In the event you provide personal and/or financial information relating to third parties, including information relating to your next-of-kin and dependents (where you are an individual) or information relating to your directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating your account(s)/facility(ies) with us or otherwise subscribing to our products and services, you:
 - (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Agreement;
 - (b) agree to ensure that the personal and financial information of the said third parties is accurate;
 - (c) agree to update us in writing in the event of any material change to the said personal and financial information; and
 - (d) agree to our right to terminate this agreement should such consent be withdrawn by any of the said third parties
- 3. Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by our agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.



- 4. Additionally, but always subject to any laws, (including regulations, guidelines and/or obligations) applicable to the AmBank Group (whether in or outside Malaysia), you agree that we, other companies in the AmBank Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. We will only disclose your personal information (which will not include information relating to your affairs or accounts) to our merchants and strategic partners where your express prior consent has been obtained and subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to the AmBank Group (whether in or outside Malaysia).
- 5. We may communicate with you through various channels, including telephone, e-mail, electronic / mobile messaging, facsimile or post, using the contact information you have provided.
- 6. You may tell us at any time if you do not wish to receive marketing communications from us and/or our merchants and business partners, by contacting us at the various channels given below:

Customer Service Executive

Phone : 603-2031 0102 (Monday - Friday, 8:30a.m - 5.30p.m.)

E-mail : <u>helpdesk-ebiz@ambankgroup.com</u>

- Post : 8th Floor, Bangunan AmBank Group, 55 Jalan Raja Chulan, 56000 Kuala Lumpur
- 7. Your latest written instructions to us will prevail. You acknowledge that certain communications such as our statements of account to you and our websites may contain standard information regarding our other product and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your account(s) and/or facility(ies) with us, and/or additional costs to you.
- 8. We may use a credit reporting agency to help make decisions, for example when we need to:
 - (a) check details on applications for credit and credit-related or other facilities;
 - (b) manage credit and credit-related accounts or facilities, including conducting reviews of your portfolio(s); and/or
 - (c) recover debts.
- 9. You will be linked by credit reporting agencies to any other names you use or have used, and any joint and several applicants. We may also share information about you and how you manage your account(s)/facility(ies) with relevant credit reporting agencies.
- 10. Even after you have provided us with any information, you will have the option to withdraw the consent given earlier. In such instances, we will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
- 11. We reserve the right to amend this clause from time to time at our sole discretion by providing notice to you.
- 12. This clause shall be without prejudice to any other clause in our agreement with you, which provides for the disclosure of information.
- 13. Please note that when you open an account with AmInvestment Bank Berhad or Amsec Nominees (Tempatan) Sdn Bhd or Amsec Nominees (Asing) Sdn Bhd, your personal information will be sent to Bursa Malaysia Berhad and its related companies ('Bursa Malaysia'). Therefore, please be notified of Personal Data Notice issued by Bursa Malaysia, which is available at Bursa Malaysia's website, <u>www.bursamalaysia.com</u>.