



## **ADDENDUM**

**THIS ADDENDUM** is attached to and forms part of the Terms and Conditions attached (“**Agreement**”) agreed by the undersigned Client with AmInvestment Bank Berhad (Company No: 23742-V) (“**AmInvestment**”), AmSec Nominees (Tempatan) Sdn Bhd (Company No.: 102918-T) and AmSec Nominees (Asing) Sdn Bhd (Company No.: 258515-D) (“**the Custodian**”), company incorporated under the laws of Malaysia whose registered office is at 22<sup>nd</sup> Floor, Bangunan AmBank Group, 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

### **AMENDMENT TO THE AGREEMENT**

The terms of the attached Agreement is amended by adding the following Clauses to the Agreement:

#### **1.0 PRIVACY**

- 1.1 Where the Client is an individual, Client confirm that he / she has read, understood and agreed to be bound by the Privacy Notice of AmBank Group, (which is available at [www.amesecurities.com](http://www.amesecurities.com)) and the clauses herein, as may relate to the processing of his / her personal information. For the avoidance of doubt, Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- 1.2 In the event Client provide personal and/or financial information relating to third parties, including information relating to his / her next-of-kin and dependents (for individual Client) or information relating to its directors, shareholders, officers, individual guarantors and security providers (for Client which is a corporation), for the purpose of opening or operating the Facility with AmInvestment and/or the Custodian or otherwise subscribing to AmInvestment and/or the Custodian products and services, Client:
- a. confirm that he / she has obtained their consent or are otherwise entitled to provide the information to AmInvestment and/or the Custodian and for AmInvestment and/or the Custodian 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 AmInvestment and/or the Custodian in writing in the event of any material change to the said personal and financial information; and
  - d. agree to AmInvestment and/or the Custodian’s right to terminate the Facility should such consent be withdrawn by any of the said third parties
- 1.3 Where Client instruct AmInvestment and/or the Custodian 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 AmInvestment and/or the Custodian’s agents abroad, overseas regulators and/or authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing AmInvestment and/or the Custodian and/or our agents to enter into any cross-border transaction on the Client’s behalf, Client agree to the above said disclosures on behalf of the Client and others involved in the said cross-border transaction.
- 1.4 Additionally, but always subject to any laws, (including regulations, guidelines and/or obligations) applicable to AmInvestment and/or the Custodian (whether in or outside Malaysia), Client agree that other companies in the AmBank Group, their merchants and strategic partners may contact the Client about products, services and offers, which AmInvestment and/or the Custodian and AmBank Group believe may be of interest or beneficial to the Client.



- 1.5 AmInvestment Bank and/or the Custodian and AmBank Group may communicate with Client through various channels, including telephone, e-mail, electronic / mobile messaging, facsimile or post, using the contact information Client has provided.
- 1.6 Client may inform AmInvestment and/or the Custodian at any time if Client do not wish to receive marketing communications from AmInvestment and/or the Custodian, AmBank Group and/or their merchants and business partners by contacting AmInvestment Bank and/or the Custodian at the various channels given below:

**Customer Service Executive**

Phone: 603-2031 0102 (Mon – Fri, 8.30am – 5:30pm)  
E-mail: [helpdesk-ebiz@ambankgroup.com](mailto:helpdesk-ebiz@ambankgroup.com)  
Post: 8<sup>th</sup> Floor, Bangunan AmBank Group  
55 Jalan Raja Chulan  
56000 Kuala Lumpur

- 1.7 Client's latest written instructions to AmInvestment and/or the Custodian will prevail. Client acknowledges that certain communications such as the statements of Facility to the Client and AmBank Group's websites may contain standard information regarding other products and services of AmInvestment and/or the Custodian and the AmBank Group that cannot be removed without affecting the delivery/ operation provision of the Facility and/or without additional costs to Client.
- 1.8 AmInvestment and/or the Custodian may use a credit reporting agency to help make decisions, for example when AmInvestment and/or the Custodian need to:
- a. check details on applications for the Facility, credit and credit-related or other facilities granted to the Client;
  - b. managing and reviewing the Facility; and/or
  - c. recover debts owed by the Client.
- 1.9 Client will be linked by credit reporting agencies to any other names Client use or may had used, and any joint and several applicants. AmInvestment and/or the Custodian may also share information about Client and how Client manages the Facility with relevant credit reporting agencies.
- 1.10 Even after Client has provided AmInvestment and/or the Custodian with any information, Client will have the option to withdraw the consent given earlier. In such instances, AmInvestment and/or the Custodian will have the right to not provide or discontinue the provision of the Facility that is/are linked with such information.
- 1.11 AmInvestment and/or the Custodian reserve the right to amend this Section from time to time at AmInvestment and/or the Custodian's sole discretion by providing notice to the Client.
- 1.12 This section shall be without prejudice to section 31 of the Agreement on Disclosure of Information.



1.13 Where the Client is a Company, the Client hereby irrevocably consents, represents, authorises and confirms to AmInvestment and/or the Custodian that it has duly obtained its directors, shareholders, authorised signatories, officers, guarantors and/or other security parties' consent and authority, for AmInvestment and/or the Custodian to:

- (i) provide the information required by AmInvestment and/or the Custodian for use in accordance with this Agreement;
- (ii) carry out the necessary reference checks including but not limited to credit reference checks to further ascertain the status of the Client, its directors, shareholders, guarantors and/or other security parties; and
- (iii) provide the said directors, shareholders, authorised signatories, officers, guarantors and/or other security parties with information on AmInvestment and/or the Custodian's products, services and/or offers (inclusive of the products, services and offers of the other entities within the AmBank Group) which may be of interest and/or financial benefit to them,

AmInvestment and/or the Custodian's sole discretion, without further reference to the Client, its directors, shareholders, authorised signatories, officers, guarantors and/or other security parties. The Client agrees to undertake the responsibility to update AmInvestment and/or the Custodian in writing should there be any change to the personal and financial information relating to the said directors, shareholders, authorised signatories, officers, guarantors and/or other security parties.

1.14 Please note that when Client opens an account with AmInvestment and/or the Custodian, the client's 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, [www.bursamalaysia.com](http://www.bursamalaysia.com).

## **2.0 ELECTRONIC TRADING**

In consideration of AmInvestment allowing Client to utilize and have access to the Electronic Trading, the Electronic Trading shall be subject to the following terms;

2.1 DEFINITIONS used in this notification :-

- a. "Direct Market Access" means the process by which orders to buy or sell contracts including any modifications and cancellations thereof are submitted into an infrastructure established and / or maintained by or for AmInvestment any for execution via the Electronic Trading by Client without any intervention by a Dealer Representative or without being entered or re-entered by a Dealer Representative.
- b. "DMA Infrastructure", means the infrastructure established and / or maintained by or for AmInvestment which facilitates Direct Market Access.
- c. "DMA Orders", means a Direct Market Access order.



## 2.2 Terms and Conditions

The Client acknowledges and agreed that:-

- a. the Communications (as defined in the Agreement) may be accessible through software, platform, portal or infrastructure (including DMA Infrastructure) proprietary or licensed to AmInvestment and / or in the operation, possession, control or maintenance by AmInvestment and / or any corporation related to AmInvestment and / or independent third party vendors or independent third party service providers.
- b. there are/will be pre-set mandatory risk filters imposed by the Bursa Securities from time to time and/or AmInvestment has the discretion to impose new risk pre-set mandatory risk filters from time to time (including but not limited to filters in respect of cash positions, order limits, positions limit, trading permissions, price limit and manipulation) for the validation of DMA orders ("Specified Parameters for DMA Orders"). Thus, the Specified Parameters for DMA Orders may be amended by AmInvestment from time to time via prior notice. Should Client breach any of the terms of the said Specified Parameters for DMA Orders, AmInvestment shall have the right to reject the relevant order.
- c. AmInvestment has the discretion and right to reject any DMA order if in its absolute discretion there are grounds for doing so and shall not be bound to furnish Client with any reason thereto.
- d. Client required to log off from the Electronic Trading when no longer in use, failing which AmInvestment shall exercise its discretion to log off access automatically after predetermined time as set by the AmInvestment without any prior warning or notice. AmInvestment shall not be responsible for any loss, claims or damages incurred arising from such termination and logging off.
- e. Bursa Securities and any other regulatory bodies may from time to time impose guidelines, directives or other directions and limitations on the use of Electronic Trading and Client undertake to comply with the terms of all such guidelines, directives or directions and limitations, insofar as the same may be applicable to Client, to act in such a way so as not to cause the AmInvestment to be in breach or likely to be in breach or default of the said guidelines, directives or other directions and limitations. Client agree that AmInvestment shall be entitled to impose the same or similar limitations or variations to the use by Client of the Electronic Trading, as that imposed on AmInvestment by Bursa Securities and any other regulatory bodies from time to time.

## 2.3 Third Party Independent Vendors and Related Companies

Under the Electronic Trading:-

- a. where the Communication relates to any access through software or infrastructure which are proprietary or in the possession or control of any third party independent vendor or any corporation related to the AmInvestment ("Third Party"), Client consent to AmInvestment's disclosure to the Third Party on a need to know and confidential basis of any information and / or documents pertaining to the securities or the conduct of Client's account.
- b. where the provision of such Communication is subject to the Third Party's terms and conditions or restrictions, Client is to at all times comply with such terms and conditions or restrictions as may be communicated to Client from time to time.
- c. AmInvestment makes no representation or warranty, express or implied or statutory of any kind or manner in respect of any of the Third Party's software or services, and shall not be liable for any claim or demand howsoever arising from or relating to thereto.



## 2.4 Warranties and Clients Undertakings

### 2.4.1 Client warrants that they have knowledge of:-

- a. the process for submission of orders using the Electronic Trading, including through the use of the DMA Infrastructure;
- b. the relevant Rules of Bursa Securities and laws relating to the operation of the Clients' accounts and the trading activities. (collectively, the "E-Trading Requirements"); and Client acknowledge that AmInvestment has agreed to permit the use of the Electronic Trading on the basis of and in reliance upon these warranties.

2.4.2 Client shall, when requested by AmInvestment and/or the Custodian and/or the Bursa Securities, to furnish a written confirmation (the "said Confirmation") that Client have requisite knowledge of the E-Trading Requirements, in a format acceptable to AmInvestment and /or Bursa Securities.

2.4.3 Client undertakes to promptly notify AmInvestment and/or the Custodian in the event that the warranties above and the said Confirmation become untrue, and authorises AmInvestment to inform Bursa Securities that the said Confirmation has become untrue. Client is aware and agrees that in such circumstances, AmInvestment may suspend and/or revoke the use of the Electronic Trading.

2.4.4 Client will be responsible for obtaining and maintaining own compatible computer system being all such equipment, software and communications lines including any public lines and / or all relevant licenses required by Client to properly access to the Electronic Trading (the "Clients' Equipment"). AmInvestment shall have no responsibility or liability with respect to the Client's Equipment and / or in the event that such installation of Clients' Equipment affects the performance of the Electronic Trading howsoever arising.

## 2.5 Limitation of Liability on Electronic Trading

2.5.1 AmInvestment shall not be responsible if changes in any of the AmInvestment's facilities, operations, procedures, products relating to the Electronic Trading:-

- a. render obsolete the Client's Equipment or software;
- b. require modification or alteration to the said equipment and software ; or
- c. otherwise affect performance of the said equipment or software.

2.5.2 AmInvestment will use reasonable endeavours to maintain Internet presence for the trades; AmInvestment however cannot guarantee continuous, uninterrupted use during trading hours, especially where AmInvestment must carry out routine maintenance, repairs, reconfigurations or upgrades and in circumstances beyond its control.

2.5.3 Further neither AmInvestment nor any other party has any control over the Internet, the Electronic Trading will not be error free, uninterrupted and will be variable and there cannot be any assurance that the Communication remains confidential and intact.



### **3.0 GOOD AND SERVICES TAX ACT 2014 (“GST”)**

#### **3.1 Definition:-**

- “GST” means any tax payable on the supply of goods, services or other things in accordance with the provisions of GST Law.
- “GST Law” means the Goods and Services Tax Act 2014, subsidiary legislations, statutory orders and regulations governing the application of GST, as amended from time to time.

3.2 Unless expressly stated otherwise in this Agreement, the parties agree that any Fee price, value, revenue or similar amount to be used in the calculation of the Fee is exclusive of GST and any other monies payable under the Agreement are exclusive of GST as may be applicable under the provision of the GST Law.

3.3 If any supply made under or in connection with this Agreement is subject to GST, AmInvestment and/or the Custodian may increase the consideration provided for by the amount of the GST and recover that additional amount from the Client in addition to the Fee.

### **4.0 CREDIT CHECK**

4.1 Client consents and authorizes AmInvestment and/or the Custodian or its representatives to make any inquiries necessary to verify the information provided to AmInvestment and/or the Custodian. This information includes, but not limited to direct contact with Client’s employer and other financial institutions (including their dealers and remisiers) where Client has relationship with.

4.2 The Client consents to AmInvestment and/or the Custodian to disclose the credit information (as defined under the Credit Reporting Agencies Act 2010) of the Client to any credit reporting agency in Malaysia and authorises AmInvestment and/or the Custodian to receive Client’s credit report from the credit reporting agency. Client agrees that such disclosure of credit information and obtaining of credit report(s) can be performed by AmInvestment and/or the Custodian at any time during and/or after the cessation of relationship between AmInvestment and/or the Custodian and the Client, including when there is any default / outstanding amount due to AmInvestment and/or the Custodian from the Client.

4.3 The Client to provide consent to credit reporting agency to disclose the client’s credit report(s) to AmInvestment and/or the Custodian.



**5.0 GENERAL**

5.1 Subject to the additional terms contained in this Addendum and such other alterations (if any) as may be necessary to make the Agreement consistent with this Addendum, all the provisions of the Agreement shall remain in full force and effect.

**Cross Selling within AmBank Group Companies**  
*AmInvestment may disclose your personal information to AmBank Group companies for marketing of products and services.*  
*If you decide later not to receive marketing information from AmInvestment / AmBank Group, all you have to do is just call +603-2031 0201 / e-mail: [helpdesk-ebiz@ambankgroup.com](mailto:helpdesk-ebiz@ambankgroup.com) and inform AmInvestment of the same.*

**Marketing & Promotions by AmBank Group's Business Partners**  
*AmBank Group's Business Partners may from time to time offer products, promotions and services that may be of interest to you.*  
*Say 'YES' to great offers & promotions from AmBank Group's Business Partners:*

YES, I/we would like to receive marketing promotions from AmBank Group's business partners.

NO, not at this point of time.

I / We,..... (NRIC/Passport No./Authority Card/ Co.Reg No):.....) have read this Addendum and by signing below, I / we have consented to the inclusion of the terms of this Addendum to the Agreement.

.....  
Signature of Client /Authorised Signatory(ies)\*\*

.....  
Signature of Witness

*\*\* Affixation of Common seal or company rubberstamp in accordance to Board Resolution where applicable.*

Client Code:.....

Name:.....

CDS No. : .....

NRIC No:.....

Date:.....

Designation : .....

Date: .....