

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 the following Client Agreements will be amended to incorporate the Clauses stated in the table below.

The amendment will be effective on **02 March 2015**.

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 or 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; and
- (h) Securities Borrowing and Lending Negotiated Transactions (SBLNT) Agreement Pertaining to the Appointment of Borrowing Representative/Lending Representative.

The following clauses will be added into the above-mentioned Client Agreements:

1) GOOD AND SERVICES TAX ACT 2014 ("GST")

- (a) 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.
- (b) 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.
- (c) 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.

2) CREDIT CHECK

- (a) 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.
- (b) 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.
- (c) The Client to provide consent to credit reporting agency to disclose the client's credit report(s) to AmInvestment and/or the Custodian.