

**Application form for Equity and/or TFEX Account Opening - Individual**Account No. 

Date .....

 Head Office (Department / Team) ..... Branch (Name of branch).....Type of open account  Cash Account  Cash Balance  Credit Balance  TFEX  other (Please specify).....

To The Chief Executive Officer

I, desiring to open an account(s) with UOB Kay Hian Securities (Thailand) Public Company Limited (the "Company"). To trans act businesses with the Company, hereby provide information to support the opening of the transactional account(s). I hereby certify that the information provided is true in every respect. In the event of a change of information, I will notify the Company Immediately.

**Individual**

First Name-Family Name (Mr./Mrs./Miss) Thai .....

English .....

Date of Birth ...../...../..... Nationality.....

Type of Card  Personal ID card No. ....  
 Passport No. .... Issued Country.....Current Address / Contact Address / Mailing Address  Same as ID card  
 other (Please specify) ..... below)

No. ..... Building/Village..... Floor..... Soi ..... Road.....

Sub-District ..... District ..... Province ..... Post Code 

Mobile Phone No. ..... Phone No. ..... E-mail address .....

**Occupation Information** Public Servant / State Enterprise Employee Name of Place of Work..... Type of Business..... Position..... Duration of Service.....Year(s). Company Employee Name of Place of Work..... Type of Business..... Position..... Duration of Service.....Year(s) House-Husband/Housewife (Please specify the previous place of work)..... Retired Employee (Please specify the previous place of work)..... Business Owner / Merchant (Please specify: Business Type) Annual income ..... Bath Dealer in precious metals or stones, jewelry, gold or antique  Casino and Gambling Business  Weapon Manufacturing, Weapon/Arm Broker Money Transfer  Currency Exchange  Non Profitable Organization or Charity (Non-Government or Government Agency) Dealer in antique  Entertainment Business according to Entertainment Spot Act.  Travel Agency Recruitment Agency  Illegal Financing Business  Car Dealer/Rental  Other (Please specify)..... Investor (Please specify the previous place of work)..... Other (Please specify).....Working Address  Same as ID card  Same Mailing Address  Other (Please specify below)

Name of Place of Work ..... No. ..... Building/Village .....

Floor..... Soi ..... Road ..... Sub-District .....

District ..... Province ..... Post Code  Phone No. .....**Monthly Income Information (Please select)** 0- 15,000 Baht  15,001 - 30,000 Baht  30,001 - 50,000 Baht  50,001 - 100,000 Baht 100,001 - 500,000 Baht  500,000 - 1,000,000 Baht  1,000,001 - 4,000,000 Baht  4,000,001 - 10,000,000 Baht  >10,000,000 BahtCountry of work which is the source of regular income  Thailand  USA  Other, Please specify.....Country of work which is the source of other income  Thailand  USA  Other, Please specify.....Source of money for investment  Thailand  USA  Other, Please specify..... Business  Salary/Wages  Other (specify)..... Spouse (Please specify: Name of Place of Work, Position)..... Parents (Please specify: Name of Place of Work, Position).....

**Political Position**  No  Yes, Please specify .....

**Marital Information**  Single  Married  Partner

Name of Spouse/Partner.....

Political Position of Spouse  No  Yes, Please specify .....

**The Authorized person to Trade**  No  Yes, Please specify below

Name-Surname..... ID Card No/Passport No. .... Relationship .....

Tel. No. .... E-mail address .....

**Ultimate Beneficial Owner**  Myself  Other Person, Please specify below

Name-Surname..... ID Card No/Passport No. .... Relationship .....

Tel. No. .... E-mail address .....

**Have you ever Perpetrate against Anti-Money Laundering Act during the Last 3 Years?**

No  Yes, Please specify .....

#### **Investment Knowledge**

Background of Investment Knowledge and Understanding  None  Little  Fair  Good  Excellent

Objective of Investment  For Investment  Retirement Investment  For Tax Benefits  other (Please specify).....

Experience in Investment  Never  Have been investing for.....years

#### **Contact Person in case of Emergency (Client should Specify)**

Name-Surname..... Relationship ..... Tel No. ....

E-mail address .....

#### **Details of Bank for Payment**

##### **Deposit Account for Payment by Automatic Debit (ATS)**

BBL  KBANK  BAY  TTB  KTB  SCB  TBANK  UOB  CIMB THAI  LH  OTHER.....

Account Name..... Account No. ....

Branch.....

Account Type  Saving  Current

**E-Dividend:** In order to enhance the service's efficiency and facilitate our Customers, payment of dividend, interest and other monetary rights by Thailand Securities Depository Co., Ltd and/or the Bank of Thailand will be deposited into the bank account which you use for automatic debit (ATS) as you have informed to the Company. This service is only for those securities from the securities trading account being maintained with UOB Kay Hian Securities (Thailand) Co., Ltd.

#### **Terms and Conditions for Delivery of Information and Documents**

**E-Document:** In order to enhance the service's efficiency and facilitate our Customers, the Company will deliver information, report and other documents, e.g. confirmation of securities trade, monthly statement in electronic form via Email, by delivery to the Email Address as you have informed the Company. If you wish to receive the said documents via post, please notify your intention to the officer of the Company

**FATCA & CRS 01: แบบแจ้งความเป็นบุคคลอเมริกันและผู้มีถิ่นที่อยู่ทางภาษีในประเทศอื่น**  
**FATCA/CRS Self-Certification Form**  
**สำหรับลูกค้าประเภทบุคคลธรรมดา for Individual Customer**

หนังสือฉบับนี้ ทำให้แก่บริษัทหลักทรัพย์ ยูโอบี เคียร์เชียน (ประเทศไทย) จำกัด (มหาชน) ซึ่งต่อไปนี้เรียกว่า “บริษัท” ตลอดจน กองทุนและนิติบุคคลอื่นที่เป็นเจ้าของผลิตภัณฑ์ทาง การเงินที่ก่อรุ่นธุรกิจการเงินที่บริษัทหลักทรัพย์ ยูโอบี เคียร์เชียน (ประเทศไทย) จำกัด (มหาชน) เป็นตัวแทนหรือเป็นผู้สนับสนุนการขายและรับซื้อคืน ซึ่งต่อไปนี้เรียกว่า “พาร์ทเนอร์ของบริษัท” This FATCA/CRS Entity Self-Certification Form is made for UOB Kay Hian Securities (Thailand) Public Company Limited (here referred to as the “Company”) and other entities who are the owners of financial product(s) that UOB Kay Hian Securities (Thailand) Public Company Limited is their selling agent or LDBU (hereafter referred to as the “Partners”)

วันที่ \_\_\_\_\_/\_\_\_\_\_/  
 Date ...../...../.....

<p>ผู้ขอเปิดบัญชี (คำนำหน้า/ชื่อ/นามสกุล)    Applicant Name (Title/Name/Surname)</p>	<p>สัญชาติ Nationality(ies)    โปรดระบุบุกสัญชาติที่ท่านถือ /Please specify all nationalities that you hold.</p>
<p>เลขประจำตัวประชาชน / เลขหนังสือเดินทาง    Identification No. / Passport No</p>	
<p>สถานที่เกิด Place of Birth ..... เมือง City..... ประเทศ Country .....</p>	
<p>ส่วนที่ 1  <b>Part 1</b></p>	<p><b>สถานะความเป็นบุคคลอเมริกัน</b>  <b>Status of Customer: FATCA Individual Self-Certification</b></p>
<p>โปรดเลือกทำเครื่องหมายในช่องที่สอดคล้องกับสถานะของท่าน Please select the appropriate boxes corresponding to your status</p>	
<p align="center"><b>บุคคลอเมริกัน / U.S. Person</b></p>	
<p>(หากท่านตอบว่า “ใช่” ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-9) (If you select “yes” in any one box, please complete Form W-9)</p>	
<p><b>1</b> ท่านเป็นพลเมืองอเมริกัน ใช่หรือไม่ Are you a U.S. Citizen? <input checked="" type="checkbox"/> ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/></p>	
<p>โปรดตอบ “ใช่” หากท่านเป็นพลเมืองอเมริกัน แม้ว่าจะอาศัยอยู่นอกสหรัฐอเมริกา    You must answer “Yes” if you are a U.S. citizen even though you reside outside of the U.S.</p>	
<p>โปรดตอบ “ใช่” หากท่านมีสถานะเป็นพลเมืองของหลายประเทศ และหนึ่งในนั้นคือเป็นพลเมืองอเมริกัน    You must answer “Yes” if you hold multiple citizenships, one of which is U.S. Citizenship.</p>	
<p>โปรดตอบ “ใช่” หากท่านเกิดในสหรัฐอเมริกา (หรือดินแดนที่เป็นของสหรัฐอเมริกา) และยังไม่ได้สละความเป็นพลเมืองอเมริกันอย่างสมบูรณ์ตามกฎหมาย    You must answer “Yes” if you were born in the U.S. (or U.S. Territory) and have not legally surrendered U.S. Citizenship.</p>	
<p><b>2</b> ท่านเป็นผู้ถือบัตรประจำตัวผู้มีถิ่นที่อยู่ราชการอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกา    (เช่น กรีนการ์ด) ใช่ หรือไม่ <input type="checkbox"/> ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>    Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)?</p>	
<p>โปรดตอบ “ใช่” หากสำนักงานตรวจคนเข้าเมืองและสัญชาติของสหรัฐอเมริกาได้ออกบัตรประจำตัวผู้มีถิ่นที่อยู่ราชการอย่างถูกกฎหมายในสหรัฐอเมริกาให้แก่ท่าน ไม่ว่าบัตรดังกล่าวของท่าน จะหมดอายุแล้วหรือไม่ ณ วันที่ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้    You must answer “Yes” if the U.S. Citizenship and Immigration Service (USCIS) has issued a U.S. Permanent Resident Card to you, regardless of whether or not such card has expired on the date you complete and sign this form.</p>	
<p>ควรตอบ “ไม่ใช่” หากบัตรดังกล่าวของท่านได้ถูกสละ ยกเลิก หรือถูกถอนอย่างเป็นทางการแล้ว ณ วันที่ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้    You should answer “No” if such card has been officially abandoned, revoked, or relinquished as of the date you sign and complete this form.</p>	
<p><b>3</b> ท่านมีสถานะเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาเพื่อวัตถุประสงค์ในการเก็บภาษีอากร    ของสหรัฐอเมริกาใช่ หรือไม่ <input type="checkbox"/> ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>    Are you a U.S. resident for U.S. tax purposes?</p>	
<p>ท่านอาจถูกพิจารณาว่าเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาหากเป็นไปตามเกณฑ์ “Substantial Physical Presence Test” เช่น ในปีปัจจุบัน ท่านอยู่ในสหรัฐอเมริกาอย่างน้อย 183 วัน เป็นดัน และหากต้องการรายละเอียดเพิ่มเติม โปรดศึกษาข้อมูลในเว็บไซต์ของหน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS)    You may be considered a U.S. resident if you meet the “Substantial Physical Presence Test”, for instance, during the current year, you were present in the U.S. for at least 183 days. For more details, please refer to the information on the IRS’ website: <a href="http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test">http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test</a></p>	
<p align="center"><b>คำถามเพิ่มเติม / Additional Questions</b></p>	

(หากท่านตอบว่า “ใช่” ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN พร้อมทั้งส่งเอกสารประกอบ)  
(If you select “yes” in any one box, please complete Form W-8BEN and provide supporting document(s))

**1 ท่านเกิดในสหรัฐอเมริกา (หรือดินแดนที่เป็นของสหรัฐอเมริกา) แต่ได้สละความเป็นพลเมืองอเมริกัน**

อย่างสมบูรณ์ตามกฎหมายแล้ว

Were you born in the U.S. (or U.S. Territory) but have legally surrendered U.S. citizenship?

ใช่/Yes  ไม่ใช่/No

**2 ท่านมีคำสั่งทำการโอนเงินเป็นประจำโดยอัตโนมัติจากบัญชีที่เปิดไว้หรือมีอยู่กับบริษัท**

ไปยังบัญชีในสหรัฐอเมริกา ใช่หรือไม่

ใช่/Yes  ไม่ใช่/No

Do you have standing instructions to transfer funds from the account opened or held with company to an account maintained in the U.S.?

**3 ท่านมีการมอบอำนาจหรือให้อำนาจการลงลายมือชื่อแก่บุคคลที่มีอยู่ในสหรัฐอเมริกา เพื่อการใด ๆ**

ที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับบริษัท ใช่หรือไม่

Do you have a power of attorney or signatory authority for the account opened or held with company granted to person with U.S. address?

**4 ท่านมีที่อยู่เพื่อการติดต่อหรือดำเนินการเกี่ยวกับบัญชีที่เปิดไว้หรือมีอยู่กับบริษัท**

แต่เพียงที่อยู่เดียว ซึ่งเป็นที่อยู่สำหรับรับไปรษณีย์แทนหรือที่อยู่สำหรับ

การส่งต่อ ใช่หรือไม่

ใช่/Yes  ไม่ใช่/No

Do you have a hold mail or in care of address as the sole address for the account opened or held with company?

**5 ท่านมีที่อยู่อาศัยในปัจจุบัน หรือที่อยู่เพื่อการติดต่อในสหรัฐอเมริกา สำหรับบัญชีที่เปิดไว้หรือ**

มีอยู่กับบริษัท ใช่หรือไม่

ใช่/Yes  ไม่ใช่/No

Do you have a current U.S. residence address or U.S. mailing address for the account opened or held with company?

**6 ท่านมีหมายเลขโทรศัพท์ในสหรัฐอเมริกา เพื่อการติดต่อท่านหรือบุคคลอื่นที่เกี่ยวข้องกับ**

บัญชีที่เปิดไว้หรือมีอยู่กับบริษัท ใช่หรือไม่

ใช่/Yes  ไม่ใช่/No

Do you have U.S. telephone number for contacting you or another person in relation to the account opened or held with company?

ส่วนที่ 2

**การแจ้งสถานะความเป็นผู้มีถิ่นที่อยู่ทางภาษีในแต่ละประเทศออกจากสหรัฐอเมริกา**

**CRS: Declaration of All Tax Residency**

**1 ท่านเป็นผู้มีถิ่นที่อยู่ทางภาษีในประเทศออกจากสหรัฐอเมริกา**

Do you have tax residence in countries other than the U.S.?

ใช่/Yes  ไม่ใช่/No

“ถิ่นที่อยู่ทางภาษี” หมายถึง ประเทศที่ท่านมีหน้าที่ต้องเสียภาษีได้ในประเทศนั้นสำหรับเงินได้ที่ได้รับจากประเทศนั้นและ/หรือประเทศอื่น ๆ เนื่องจากการมีภูมิลำเนา ถิ่นที่อยู่ จำนวนวันที่ท่านอยู่ในประเทศนั้นในแต่ละปี หรือโดยการพิจารณาหลักเกณฑ์อื่น ๆ “tax residence” means particular jurisdictions in which you are liable to pay income tax by reason of domicile, residence, number of days you stay in that country in each year or any other criterion.

โปรดตอบ “ใช่” หากท่านเป็นผู้มีถิ่นที่อยู่ทางภาษีในประเทศอื่น ๆ นอกจากสหรัฐอเมริกา และโปรดระบุข้อมูลประเทศของถิ่นที่อยู่ทางภาษีและเลขประจำตัวผู้เสียภาษีในประเทศนั้น ตามตารางด้านล่าง You must answer “Yes” if you have tax residence in countries other than the U.S. and specify your country of tax residence and TIN in the table below.

หากท่านตอบว่า “ไม่ใช่” ให้ลิ้นสุดค้างในส่วนที่ 2 นี้ If you select “No” end the question in Part 2.

ประเทศถิ่นที่อยู่ทางภาษี Country of Tax Residence	หมายเลขประจำตัว ผู้เสียภาษี TIN	หากไม่มีหมายเลขประจำตัวผู้เสียภาษี โปรดระบุเหตุผล ก, ข หรือ ค If no TIN available, enter Reason A, B or C	หากท่านเลือกเหตุผล ข โปรดอธิบายเหตุผลที่ท่านไม่สามารถขอ หมายเลขอประจำตัวผู้เสียภาษีได้ Please explain why you are unable to obtain a TIN if you select Reason B

หากท่านไม่มีเลขประจำตัวผู้เสียภาษี กรุณาระบุเหตุผลดังต่อไปนี้ If a TIN is unavailable, indicate which of the following reason is applicable:

เหตุผล (ก) – ประเทศที่ผู้ถือบัญชีมีถิ่นที่อยู่ทางภาษี ไม่ได้ออกเลขประจำตัวผู้เสียภาษีให้กับผู้อาศัยอยู่ในประเทศนั้น

Reason (A) – The jurisdiction where the account holder is a tax resident does not issue TINs to its residents.

เหตุผล (ข) – ผู้ถือบัญชียังไม่ได้รับเลขประจำตัวผู้เสียภาษีที่ออกโดยประเทศนั้น (หมายเหตุ: โปรดอธิบายเหตุผลที่ท่านไม่สามารถขอหมายเลขอประจำตัวผู้เสียภาษีได้)

Reason (B) – The Account Holder is otherwise unable to obtain a TIN. (Note: Please explain why you are unable to obtain a TIN.)

เหตุผล (ค) – ไม่จำเป็นต้องให้หรือเปิดเผยเลขประจำตัวผู้เสียภาษี (หมายเหตุ: เลือกเหตุผลนี้เฉพาะในกรณีที่กฎหมายในประเทศนั้นไม่ได้บังคับ  
จัดเก็บเลขประจำตัวผู้เสียภาษี)

Reason (C) – TIN is not required. (Note: Only select this reason only if the domestic law of the relevant jurisdiction does not require the collection of TIN issued by such jurisdiction.)

ส่วนที่ 3

**การยืนยันและการเปลี่ยนแปลงสถานะ  
Confirmation and Change of Status**

ท่านยืนยันว่า ข้อมูลข้างต้นเป็นความจริง ครบถ้วน ถูกต้อง และเป็นปัจจุบัน You confirm that the above information is true, complete, accurate and current.

1. ท่านรับทราบและตกลงว่า หากข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ บริษัท มีสิทธิใช้คุณพินิจแต่เพียง  
ฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่บริษัทเห็นสมควร

You acknowledge and agree that if the information provided on this form or Form W-9 is false, inaccurate or incomplete, company shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as company may deem appropriate

2. ท่านตกลงที่จะแจ้งให้บริษัททราบและนำส่งเอกสารประกอบให้แก่บริษัทภายใน 30 วัน หลังจากมีเหตุการณ์เปลี่ยนแปลงอันทำให้ข้อมูลของท่านที่ระบุในแบบฟอร์มนี้ไม่ถูกต้อง ไม่ครบถ้วน หรือ ไม่เป็นปัจจุบัน

You agree to notify and provide relevant documents to company within 30 days after any change in circumstances that causes the information provided in this form to be incorrect, incomplete or not current.

3. ท่านรับทราบและตกลงว่า ในการนี้ที่ท่านไม่ได้ดำเนินการตามข้อ 2 ข้างต้น หรือมีการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ เกี่ยวกับสถานะของท่าน บริษัทมีสิทธิใช้ตุลย์พินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่บริษัทเห็นสมควร

You acknowledge and agree that failure to comply with item 2 above, or provision of any false, inaccurate or incomplete information as to your status, shall be entitled company to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as companies in company may deem appropriate.

#### ส่วนที่ 4 Part 4

#### การเปิดเผยข้อมูลและความยินยอมในการหักเงินในบัญชี

#### Disclosure of information and authorization for debiting funds in account

ท่านตกลง โดยไม่เพิกถอน ในการดำเนินการดังต่อไปนี้ You hereby irrevocably agree as follows:

1. บริษัทจะเปิดเผยข้อมูลดังต่อไปนี้ ของท่านให้แก่บริษัทภายในกลุ่มบริษัท (รวมถึงนิติบุคคลที่เกี่ยวข้องของบริษัท) เพื่อประโยชน์ในการปฏิบัติตาม FATCA / CRS / OECD หน่วยงานจัดเก็บภาษีอากรในประเทศไทย และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของ稅務局 (Internal Revenue Service: IRS) ข้อมูลดังกล่าวรวมถึง ชื่อสกุลค้า ที่อยู่ เลขประจำตัว ผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์ที่เรื่อง FATCA (คือ เป็นผู้บัญชีติดตาม หรือไม่เป็นผู้บัญชีติดตาม หรือไม่ได้ที่ความร่วมมือ) จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การย้ายเงินเข้า-ออกจากบัญชี รายการเดือนไหวทางบัญชี จำนวนเงิน ประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือ ทรัพย์สินนี้ ที่มีอยู่กับบริษัท ตลอดจนจำนวนรายได้ และข้อมูลอื่น ๆ ที่เกี่ยวกับความสัมพันธ์ทางการเงิน/ทางธุรกิจที่อาจถูกหักของโดยบริษัท หน่วยงานทางภาษีอากรในประเทศไทย และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย

Company will disclose to the company (including other entities related to financial products you receive service from), for the benefit of FATCA / CRS / OECD compliance, domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS), your name, address, taxpayer identification number, account number, FATCA compliance status (compliant or recalcitrant), account balance or value, the payments made into or from the account, account statements, the amount of money, the type and value of financial products and/or other assets held with company, as well as the amount of revenue and income and any other information regarding the banking/business relationship which may be requested or required by the companies under company, domestic and/or foreign tax authorities, including the IRS; and

2. ท่านยินยอมให้บริษัท หักเงินจากบัญชีของท่าน และ/หรือ เงินได้ที่ท่านได้รับจากหรือผ่านบริษัท ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศไทย และ/หรือต่างประเทศ ซึ่งรวมถึง IRS ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่าง ๆ รวมถึงข้อตกลงใด ๆ ระหว่างบริษัท กับหน่วยงานจัดเก็บภาษีอากรทั่วโลก

You authorize company to debit funds withhold from your account and/or the income derived from or through company in the amount as required by the domestic and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, and any agreements between company and such tax authorities.

3. หากท่านไม่ให้ข้อมูลที่จำเป็นต่อการพิจารณาสถานะความเป็นบุคคลอเมริกัน (U.S. person) สถานะผู้คือบัญชีที่ต้องถูกรายงาน หรือข้อมูลที่จำเป็นต้องรายงานให้แก่บริษัท หรือไม่สามารถจะขอให้ยกเว้นการนั้นด้วยกฎหมายที่ห้ามการรายงานข้อมูลได้ บริษัทมีสิทธิใช้ตุลย์พินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่บริษัทเห็นสมควร

If you fail to provide the information required to determine whether you are a U.S. person, Reportable Person, or to provide the information required to be reported to company, or if you fail to provide a waiver of a law that would prevent reporting, company shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as company may deem appropriate.

ข้าพเจ้ารับทราบและตกลงปฏิบัติตามข้อกำหนดและเงื่อนไขต่อไปนี้ ในการจัดการบัญชีที่ซึ่งรวมถึงรับทราบการเปิดเผยข้อมูลและตกลงยินยอมให้บริษัท หักเงินในบัญชี และ/หรือยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับข้าพเจ้า เพื่อเป็นหลักฐานแห่งการนี้ จึงได้ลงลายมือชื่อไว้เป็นสำคัญ By signing in the space below, I hereby acknowledge and agree to the term and conditions specified herein, which include permitting the disclosure of information, authorizing companies under company to debit funds and termination of banking/business relationship.

ลายมือชื่อผู้ขอเปิดบัญชี

Signature of Applicant

วันที่

Date ..... / ..... / .....

สำหรับบริษัทหลักทรัพย์ ยูโอบี เคียร์เรียน (ประเทศไทย) จำกัด (มหาชน) เท่านั้น / For UOB Kay Hian Securities Public Company Limited use only

เอกสารประกอบ (ถ้ามี) / Attachment (if any)

W-9

W-8 BEN และเอกสารประกอบ / Supporting Document (ระบุ/ specify) .....

ลายมือชื่อเจ้าหน้าที่ผู้รับเอกสาร

Signature of Officer who receives the document

## Suitability Test for Individual Customer

Name - Surname ..... Account No. .....

\*\*\*\* Please answer all the questions. For the suitability assessment in accordance with your acceptable risk level\*\*\*

1. What is your Age?

<input type="checkbox"/> Over 60 years	(1)	<input type="checkbox"/> 45- 59 years	(2)
<input type="checkbox"/> 35 - 44 years	(3)	<input type="checkbox"/> Below 35 years	(4)

2. How much is the portion of your financial liabilities and on-going expenses e.g. installments of auto loan and home loan, personal expenses, and family living allowance?

<input type="checkbox"/> More than 75% of total income	(1)	<input type="checkbox"/> Between 50% - 75% of total income	(2)
<input type="checkbox"/> Between 25% - 50% of total income	(3)	<input type="checkbox"/> Less than 25% of total income	(4)

3. What is your current financial situation?

<input type="checkbox"/> Having less assets than liabilities	(1)	<input type="checkbox"/> Having assets equal to liabilities	(2)
<input type="checkbox"/> Having more assets than liabilities	(3)	<input type="checkbox"/> Having confidence that life after retirement is already covered by savings and investments	(4)

4. Do you have any experience or knowledge in investing in any of the following asset classes? (Choose all that apply)

<input type="checkbox"/> Savings	(1)	<input type="checkbox"/> Government bonds or government bond mutual funds	(2)
<input type="checkbox"/> Debentures or fixed-income mutual funds	(3)	<input type="checkbox"/> Common stocks or equity mutual funds or other type of risky assets	(4)

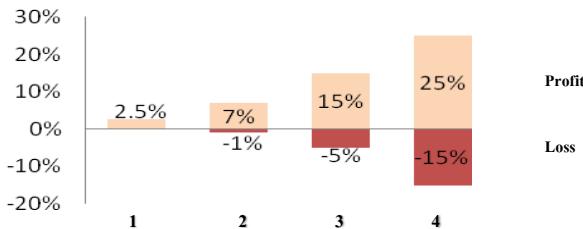
5. How long do you estimate that you do not need to use the proceeds of this investment?

<input type="checkbox"/> Less than 1 year	(1)	<input type="checkbox"/> 1 - 3 years	(2)
<input type="checkbox"/> 3 - 5 years	(3)	<input type="checkbox"/> More than 5 years	(4)

6. What is your main investment objective?

<input type="checkbox"/> Principal protection with consistent return (lower rate of return is applicable)	(1)	<input type="checkbox"/> Consistent return whilst risk of small loss is applicable	(2)
<input type="checkbox"/> Higher return with higher risk of principal	(3)	<input type="checkbox"/> Maximize return whilst risk of large loss is applicable	(4)

7. After considering the diagram of sample portfolio return below, which portfolio is the most preferable for you to invest?



<input type="checkbox"/> Portfolio 1, receiving 2.5% return without incurring any losses	(1)	<input type="checkbox"/> Portfolio 2, having a chance to receive a maximum return of 7% whilst the loss could be incurred at 1%	(2)
<input type="checkbox"/> Portfolio 3, having a chance to receive a maximum return of 15% whilst the loss could be incurred at 5%	(3)	<input type="checkbox"/> Portfolio 4, having a chance to receive a maximum return of 25% whilst the loss could be as high as 15%	(4)

8. In case that you decide to invest in assets with potentially high return as well as high risk of loss, what would be your feelings?

<input type="checkbox"/> Anxiety and panic about incurring loss	(1)	<input type="checkbox"/> Unease but acceptable	(2)
<input type="checkbox"/> Understandable and tolerance-able	(3)	<input type="checkbox"/> Not concern about high risk of loss and expect to receive higher return	(4)

9. You would feel concern/unacceptable when your investment value has dropped to any proportion level?

<input type="checkbox"/> 5% or less	(1)	<input type="checkbox"/> More than 5% - 10%	(2)
<input type="checkbox"/> More than 10%-20%	(3)	<input type="checkbox"/> Higher than 20%	(4)

10. In case that you have invested Baht 100,000 since last year and later this year the investment value has dropped to Baht 85,000, what would you intend to do?

<input type="checkbox"/> Panic and prefer to liquidate the entire investment amount	(1)	<input type="checkbox"/> Concern and shall allocate some portion of investment to less risky assets	(2)
<input type="checkbox"/> Be patient to hold the investment and wait for the gain to cover the previous loss	(3)	<input type="checkbox"/> Be confident on long-term investment horizon and shall increase investment mount in order to average the cost	(4)

**Total Score ( Question 1 – 10 ) =  Score**

### **Question 11-12 apply for additional information for investment recommendation**

#### **A) For derivatives Investments**

11. Investing in derivatives, if success, you could gain skyrocketing return; however, if fall, you could lose your entire investment principal and may need to compensate additional losses.

Would this be acceptable for you?  No  Yes, Partially  Yes

#### **B) For foreign Investments**

12. Asides from relevant investment risks, could you accept foreign exchange risks?  No  Yes, Partially  Yes

**Criteria for Score Calculation** Answer Clause 1. = 1 Score      Answer Clause 2. = 2 Score      Answer Clause 3. = 3 Score      Answer Clause 4. = 4 Score

For Clause 4, if the answer is multiple, the highest score will apply. Scores for Clauses 1-10 shall be counted. And scores for Clauses 11 and 12 shall not be counted

**Suitability Test for Investment**

Total Score	Level	Type of investor
Less than 15	1	Low risk
15 – 21	2	Moderate to Low risk
22 – 29	3	Moderate to High risk
30 – 36	4	High risk
More than 37	5	Very high risk

\* Including commodity and future contracts

**Sample of Basic Asset Allocation**

Type of investor	Investment Proportion				
	Deposit and short Term Debt instrument	Government Bond having term more than 1 year	Corporate Debt Instrument	Equity instrument	Alternative Investment*
<b>Low risk</b>	>60%			<20%	<10%
<b>Moderate to Low risk</b>	<20%	<70%			<20%
<b>Moderate to High risk</b>	<10%	<60%			<30%
<b>High Risk</b>	<10%	<40%			<40%
<b>Very high risk</b>	<5%	<30%			>60%

Score	Type of Investor	Acceptable Investment Risk Level
If score is less than 8	You are considered as a low risk acceptable investor. This means you demand investment returns more than bank deposit interest. Furthermore, you cannot take any risk and has an objective to invest only in short term.	1 And able to invest in risk level 2-8 but not over than 20 % of all capital investment.
If score is equal to 8	You are considered as a low risk acceptable investor. This means you are acceptable to a slightly risk occurred. Furthermore, you focus on protecting your capital and expecting regularly investment return.	1 - 3 And able to invest in risk level 4-8 but not over than 20 % of all capital investment.
If score is from 9 - 10	You are considered as a low- medium risk acceptable investor. This means you are acceptable to slightly risk occurred. Furthermore, you focus on protecting your capital and expecting regularly investment return.	1 - 4 And able to invest in risk level 5-8 but not over than 20 % of all capital investment.
If the score is from 11 - 15	You are considered as a high- medium risk acceptable investor. This means you are acceptable to an occasional decrease in investment value.	1 - 5 And able to invest in risk level 6-8 but not over than 20 % of all capital investment.
If score is from 16- 20	You are considered as a high risk acceptable investor. This means you are acceptable to high risk and volatile of market as well. Furthermore, loss can be acceptable, capital growth and high return over long term are expected.	1 - 7 And able to invest in risk level 8 but not over than 20 % of all capital investment.
If score is from or over 21	You are considered as a substantial high risk acceptable investor. This means you demand to obtain high return opportunity, even though, there is a high risk, and substantially loss can be acceptable as well.	1 - 8

Type of Risk	Risk Level	Type of Investor	Major Securities Invested
Low	1	Mondy Market Funds for Domestic Investment	- The policy is to invest in Thailand in or maintain deposit or debt instrument or securities or other assets or seek other benefits as specified by the SEC Office. The maturity is on call or the repayment term or term is not more than 1 year from the date of investment or enter into the agreement. The portfolio duration at any time is not more than 3 months.
Moderate to Low	2	Money Market Funds	- The policy is to partially invest aboard not more than 50% of NAV by investing in or maintain deposit or debt instrument or securities or other assets or seek other benefits as specified by the SEC Office. The maturity is on call or the repayment term or term is not more than 1 year from the date of investment or enter into the agreement. The portfolio duration at any time is not more than 3 months.
	3	Government Bond Funds	- The policy is focused on investment in government bonds at average in one fiscal year not less than 80% of NAV.
	4	Fixed Income Funds	- The policy is to invest in general fixed income instruments.
Moderate to High	5	Mixed funds	- The policy is to invest in both equities and fixed income instruments.
High	6	Equity Funds	- The policy is to invest majorly in equities at average in one fiscal year not less than 65% of NAV.
	7	Sector Funds	- The policy is to specifically invest in equity instruments in certain sector funds at average in one fiscal year not less than 80% of NAV
Very high	8*	Alternative Investment Funds	- The policy is to invest in alternative or complicated assets such as REITs/Infrastructure fund/property fund/commodity/gold fund/oil fund/derivatives not for the purpose of hedging including structured note without principal protection

### **Disclaimer**

- Customer agrees to provide information to Securities Company's officer who will use to conduct Suitability Test Assessment Form. Customer also acknowledges that this questionnaire is used for the benefit of knowing their own acceptable investment risk level.
- Customer's investment risk level is assessed from information clarified by the customer. However, this does not represent that the company shall accept the accuracy, completeness or reliability of such information provided by customer and the assessment result.
- After company's officer has completed customer's investment risk level assessment (Suitability Assessment Form) and inform the assessment result to the customer, the company shall assume that customer has already acknowledged its investment risk assessment result (which is evaluated from information provided by customer) as well as its own investment risk level.
- Customer should study relevant investment information, investment and risk warning as well as seek for investment advice from an investment consultant who can provide investment advice to customer carefully. In addition, customer should study its investment risk assessment result in order to support its decision making to invest in securities, futures, financial instrument, or other types of investment suitable to customer. Information relevant to investment or other financial instruments received from securities company's representatives (if any) is only partial information to decide on investment by customer.
- Engaging in investment depends on customer's own decision regardless of what investment assessment result is, and may not in accordance with assessment specified hereunder. Customer agrees to bear all risk arising from investment. In case where customer decides to invest in higher risk level than the investment risk level assessment, the company hereby agrees to assume that customer agrees to bear all risk arising from such investment by itself. Besides, customer accepts that its investment may not be in accordance with the assessment results, not the same as his suitability test assessment and may differ from the assessment result.
- Securities Company, management, employee, and company's officer shall not be liable, obligate or be in charge of any damages arising from the investment made by customer. The company reserves its right to amend, edit or change suitability test form in order to assess client's investment risk level and any relevant information without prior notice.

I hereby certify that I will comply with the regulations, policy and procedures of the Company. As well as the requirements of the SEC, the Stock Exchange of Thailand and regulators Related that already exists and / or that will continue in the future. However, I understand and acknowledge the risks that may arise from the investment.

I hereby certify that the above information provided is correct in every respect. And I consent to UOB Kay Hian Securities (Thailand) Public Company Limited verify an information with financial institutions or other under relevant laws and regulations announcements.

### **Consent Form for Collection, Use, or Disclosure of Personal Data – For Client**

1. In the event that the Company uses and/or disclose any information relevant or considered to be personal data under applicable data protection laws includes the Personal Data Protection Act B.E. 2562 as may be amended from time to time (hereinafter referred to as Personal Data Protection Laws). The Company will comply with personal data protection laws and policies and/or terms which shall be regarded as part of this letter as well to the extent permitted by applicable law.
2. The Client has read, agrees and acknowledges the personal data protection policy as disclosed on the company's website or scans the QR Code that specifies how the company will collect, use, disclose personal and sensitive Client data that is available to the Transferee. And/or transfer personal and sensitive Client data held by the Transferee to group companies or outsiders both within the country and abroad for the purposes specified in the Personal Data Protection Policy.
3. To provide the use of trading services in capital market products with the client who use and/or process personal data of Clients is safe and complies with personal data protection laws. The company must obtain the consent of the Client to collect, use or disclose personal information of Clients with the following characteristics;
  - 3.1 Clients consent to the collection, use or disclosure of personal data for the purpose of receiving communications marketing or special offers or promotion of products and services of the company and/or group of UOB Kay Hian Holdings Limited.
  - 3.2 Customers consent to the collection, use or disclosure of their sensitive personal data for the purposes specified in the personal data protection policy of the company.



Signed  ..... Client / Applicant  
( )

Signed ..... Witness / Marketing  
( )

## บัตรตัวอย่างลายเซ็น

## Specimen Signature Card

เลขที่บัญชี / A/C Code .....

วันที่ / Date .....

ชื่อลูกค้า / Client Name .....

ข้าพเจ้า / ผู้ได้ผู้นึง / สองบุคคล ผู้มีนามและตัวอย่างลายเซ็นต่อท้ายหนังสือนี้ เป็นผู้มีอำนาจลงนามในการทำนิธิกรรมด้วย  
และเอกสารทุกประเภท กับบริษัทหลักทรัพย์ ยูโอบี เคียร์เรียน (ประเทศไทย) จำกัด (มหาชน)

All legal documents shall be completed by me / anyone / two person(s) being authorized signatory(ies)  
whose name(s) and specimen signature(s) appeared and subject to the signing conditions set forth below.

<b>ตัวอย่างลายเซ็น</b> <b>Specimen Signature</b>


<b>เงื่อนไขการลงนาม</b> Signing conditions

เจ้าหน้าที่การตลาดรับรองลายเซ็น  
Verified by Marketing Officer

.....  
( )

## Agreement for Appointment of Securities Trading Agent/Broker

Made at UOB Kay Hian Securities (Thailand) PLC

Date.....

This agreement ("Agreement") is made between....., having the registered address located at .....  
..... ID Card / Jurist Person Registration No..... (hereinafter referred to as the "Customer") on one side; and UOB Kay Hian Securities (Thailand) Public Company Limited, having the registered head office located at 130-132 Sindhorn Tower 1, 2nd, 3rd Floor Wireless Road, Lumpini, Pathumwan, Bangkok 10330 (hereinafter referred to as the "Company"), on the other side.

**WHEREAS** the Customer wishes to open the account for securities trading in cash and to appoint the Company as its agent/broker for securities trading; and, to appoint the Company as its custodian of assets and/or agrees to appoint the Company to act as its agent and/or to undertake the matters relating securities trading via the internet and/or the electronic means; as well as to settle the account from time to time. In addition, it also includes to opening sub-account (if any). The Customer agrees to comply with laws, rules or regulations relating securities and securities market, and the Stock Exchange of Thailand. **THEREFORE**, the Company and the Customer agree to enter into this Agreement with the following terms and conditions.

### **Part 1: Definitions**

1. Unless apparently specified otherwise in this Agreement, the following words shall be specifically defined as follows:

**"Securities"** means Treasury bills, bonds, bills of note, stocks, debentures, investment units which includes instrument or evidence of ownership in mutual fund's assets, stock warrants, debenture warrants, unit trust warrant, derivatives warrants, any other instrument prescribed by the Office of Securities and Exchange Commission, including contracts or other instruments, as well as proceeds of such securities.

**"Exchange"** means the Stock Exchange of Thailand, securities dealing center, future exchange, the Market for Alternative Investment (MAI) and other securities exchanges in Thailand.

**"TSD"** means **The Thailand Securities Depository Company Limited and any center for depository and withdrawal of securities, including services relating clearing and settlement under the laws relating securities and exchange.**

**"SEC"** means the Securities and Exchange Commission and/or the Office of the Securities and Exchange Commission.

**"Subsidiary Company"** means the subsidiary company as defined under the Notification of the Securities and Exchange Commission re: Rules, Conditions and Procedures for Disclosure of Information Relating to Financial Status and Operating Result of Issuing Company.

**"Associated Company"** means the associated company as defined under the Notification of the Securities and Exchange Commission re: Rules, Conditions and Procedures for Disclosure of Information Relating to Financial Status and Operating Result of Issuing Company.

**"Parent Company"** means the parent company as defined under the Notification of the Securities and Exchange Commission re: Rules, Conditions and Procedures for Disclosure of Information Relating to Financial Status and Operating Result of Issuing Company.

**"Announcement"** means statements, letters or any requirement the Company has informed the Customer, whether the written information is delivered to the domicile of the Customer; and also includes announcement posted at the head office, branches or the Company's offices. The Announcement shall be deemed acknowledged by the Customer promptly once the Announcement is posted by the Company.

**"Customer"** means the Customer who is the counterparty of the Company under this Agreement; and also includes person designated by the Customer to give signatory or instruction on behalf of the Customer to perform any act under this Agreement, whether directly or implicitly.

**"Customer's Signature"** means any signature of the Customer, its agent or any person designated in accordance with the above paragraph, whether directly or implicitly; and whether or not such signature is an initial or is given differently from the specimen signature previously given to the Company.

**"Advance Payment"** means the fund the Company has paid as purchase or subscription price and fees or any other expense incurred as a result of the Company's purchase of securities on behalf of the Customer, including any other expense incurred as a result of the collection of the Customer's debts.

**"Purchase"** means purchase of securities, including subscription of securities.

**"Purchasing Power"** means the maximum amount that the Customer may make order for securities purchase at a certain time, including brokerage fee and value-added tax.

**"Customer's Assets"** means cash, securities, other properties under the notification of the SEC and/or as prescribed by the Exchange that the Customer has placed at the Company, paid to the Company and/or in respect of the provision of credit limit in securities trading, including any proceed or interest arising out of such assets, e.g. dividend, interest, right to subscription of new shares or right to attendance and voting in meeting of securities holders, etc.

**"Cash Balance Account"** means the account that the Customer has placed advance fund with the Company in the amount identical to the full amount of the Securities to be purchased, prior to the securities trading; that has an agreement allowing the Company to deduct fund, upon the Company's instruction, from the Customer's account in which the fund is deposited to cover the purchase of securities in full, prior to the securities trading; or that the Customer has remitted fund obtained from sale of securities into such account prior to the securities trading or has transferred fund obtained from sale of securities into such account.

**"Cash Balance Securities Trading System"** means the securities trading in which the Customer is required to place a guarantee in the amount sufficient to cover each purchase of securities, including remuneration payable to the Company, tax and other expenses in connection with the Customer's securities trading, hereinafter referred to as "**Security Deposit**" to ensure settlement of securities trading.

**"Cash Balance Credit Limit"** means the amount the Company agrees to allow the Customer to trade securities, which shall not exceed the amount of Securities Deposit the Customer placed with the Company less the amount required for settlement of purchase price and the amount to be received from sale of securities.

**"Internet"** means the network that connects computers and network systems globally, no matter what the means of connections is, e.g. electrical line, signal line, telephone line, satellite line, to communicate, receive, transmit, display or exchange electronic message or information or other information.

**"Electronic"** means the applied uses of electrical method, electromagnetic wave or methods of magnetic or equipment relating the applied uses of such methods.

**"Internet Securities Trading"** means the case where the Company trades securities as an agent or broker of the Customer, provided that the Customer makes order instruction for securities trading itself via its own Internet network in order to enable such order instruction to get through to the securities trading system of the Exchange.

**"Username"** means personal individual username of the Customer designated by the Company.

**"Password"** means the code designated by the Customer to be used as a password in login on into the securities trading service system as required by the Company.

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“PIN Code” means the code designated by the Customer to be used as a password in the Internet Securities Trading.

“Website” means the website of the Company under the domain name of [www.uterade.co.th](http://www.uterade.co.th) or other domain names as may otherwise be changed in the future.

#### **Part 2: Securities Trading**

##### **Appointment and Authorization**

2. The Customer agrees to appoint and authorize the Company to act as its agent and/or broker in the purchase and/or sale of securities both in and out of the Exchange for the Customer under all the securities trading accounts the Customer opened with the Customer, whether such purchase and/or sale is made via any system that the Exchange and/or the Company has arranged and whether such system is currently existing or is to be specified later on. In this regard, the Customer agrees to pay the Company, from the date this Agreement is entered into, the remuneration at the rate prescribed by the Company and proportionally upon the number of securities being purchased and/or sold under such instruction, including any applicable tax, fee and expense (hereinafter referred to as the “**Remuneration**”). The Customer hereby consents that the Company may change the fee and/or the brokerage fee in the securities trading as required under the rules of the Exchange or as designated by the Company. In the foregoing appointment and authorization, if the Customer fails to provide the Company a power of attorney as required by the Company, this Agreement shall be deemed the power of attorney authorizing the Company to act as the agent and/or broker of the Customer for its purchase and/or sale of securities.

The above authorization shall also include the following authorities:

- 2.1 To purchase, sell, transfer, take transfer and subscribe all types of securities, both in and out of the Exchange, including to deliver, take delivery of, possess, take care of or hold such securities;
- 2.2 To pay and be paid for purchase or sale price of securities, including fees, taxes, duties, expenses relating trading or transfer of securities, as well as to receive dividends, interests or other proceeds arising from the securities; and to deduct taxes applicable and further forward to the Revenue Department or relevant authorities;
- 2.3 To deposit, withdraw the Customer’s securities and assets relating the trading, or to transfer the securities, under this Agreement, deposited at the TSD, including to take care of the proceeds arising from such Customer’s securities and assets;
- 2.4 To pledge or otherwise arrange, as required by law, for the Company’s preferential right over securities and/or rights and/or assets of the Customer as a guarantee against the debt owed to the Company by the Customer or other persons; as well as to arrange for withdrawal of pledge by executing the document, instrument or other letters relating such matter with relevant person, or otherwise arrange for any matter relating the securities trading, e.g. notification of pledge, closure of share register, registration, etc.;
- 2.5 To execute and/or sign any letter, document or instrument or undertake any matter relating the arrangement in clauses 2.1 to 2.4 on behalf of the Customer as necessary or appropriate under this Agreement;
- 2.6 To appoint agent or sub-authorize any person to undertake any matter on behalf of the Company under the authorities given under this Agreement; and
- 2.7 To undertake any other act necessary or appropriate for and on behalf of the Customer, in order to fulfill the objective of this Agreement.

##### **Securities Trading**

3. In making order to purchase or sell securities, the Customer may do so verbally or in writing, or in any manner in accordance with the tradition or the practice generally conducted by members of the Exchange for an order to purchase or to sell securities, or any manner customarily conducted by the Customer, whether or not in the ordinary course of business, in order that the Company purchases and/or sells securities from time to time.

In the case where the Customer orders to purchase or buy verbally, the Customer may make such order itself at the Company’s trading room or have its agent make such order, as well as via telephone, telex, facsimile, Internet or other communication equipment. In this regard, the order slip completed upon the Customer’s order, which is the Company’s own form, or any other similar form that the employee of the Company has completed upon the order of such Customer, constitutes sufficient evidence against the Customer’s liability to the Company even without the Customer’s signatory or completion of such form. In case of an error, the Customer shall notify the Company in writing within the next business day; otherwise, it shall be deemed acceptance of the Customer that such order slip is true, accurate and fully valid. The Customer agrees to oblige to such order and comply with the provisions of this Agreement in its entirety.

The order to purchase or sell Securities shall bind the Customer at the time it is made by the Customer or deemed to be made. In the case where the Company is not able to purchase or sell Securities, whether wholly or partially, as instructed by the Customer, the Customer and the Company agree that the part of the above order that the Company is not able to fulfill (which is not at the Company’s fault) shall be deemed cancelled promptly upon the end of the trading hours of the Exchange on the date of such Customer’s order. In the case where the Company is able to purchase or sell Securities, whether wholly or partially, as instructed by the Customer, the Customer agrees to commit to such purchase or sale in its entirety. The Customer agrees that the Company shall not be liable for damage incurred to the Customer as a result of Company’s failure to purchase or sell Securities upon the instruction of the Customer, whether wholly or partially.

In the case where the Securities trading instruction of the Customer is made via the Internet, the Customer agrees to appoint the Company as its agent and/or broker for its Internet Securities Trading, within the credit limit and under the conditions approved and informed the Customer by the Company. In this regard, the Company shall designate username and password and inform the Customer of the same in advance. In this regard, the Customer and the Company mutually agree that such instruction shall be considered the instruction of the Customer under this Agreement once it is verified and accepted by the computer system of the Company. Where the trading instruction is made in accordance with the procedures stated herein this clause 3 and the Customer accepts the outcome of such instruction as if the Customer has itself made it in all respects, it shall be considered that, with respect to such order to purchase and/or sell the above Securities, the Customer agrees to admit that the confirmation letter in connection with the Securities trading issued by the Company after the trading of Securities on behalf of the Customer is deemed a conclusive evidence to support the purchase or sale of Securities (as the case may be) in the amount equal to the Advance Payment that the Company paid for and on behalf of the Customer in the purchase of Securities and/or the amount received from the sale of Securities as detailed in such document, unless the Customer has submitted a dispute in writing to the Company within 3 business days following the date the Securities is traded.

The cancellation or change of order to purchase or sell, whether wholly or partially, may be made by the Customer informing the Company during the normal trading hours of the Exchange prior to the completion of trading instruction. Such cancellation or change shall be effective upon the Customer receiving the confirmation of such cancellation or change in writing from the Company. The cancellation or change shall have nothing to do with any matter undertaken by the Company prior to the effectiveness of such cancellation or change.

4. The Customer agrees and acknowledges that the order to purchase and/or sell Securities is intended for the purchase and/or sale of Securities of the name, type, class, amount and price that the Customer would like to purchase and/or sell only; and not particularly intended to purchase from or sell to anyone, or that anyone is the holder of the Securities purchased or sold as such, or such Securities is of any particular nature. In the case where the Company is required to receive from or deliver to purchaser, seller or Customer the Securities, the Securities of the same type, class, and amount may be interchangeably used for such purpose.
5. The Customer acknowledges that the Company is not always obliged to take the order to purchase or sell Securities of the Customer. The Company is entitled to refuse to honor the Customer’s order to purchase or sell Securities at no cause to be informed to the Customer, as well as not required to be liable for any damage incurred to the Customer as a result of the Company’s refusal to take such order.

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The Customer acknowledges that each of any order to purchase or sell Securities or each of any transaction made is completely made by the sole decision of the Customer. Any data, information or recommendation relating the Securities trading obtained from any employee of the Company shall not bind the Company and shall not result that the Company being held liable for in any and all manner. Any act performed by the Company under this Agreement is deemed as the Customer's own act in which the Customer shall not refuse liability, as well as argue or object in any manner.

6. In trading Securities using one or more securities trading account of the Customer altogether, the Customer may, at any certain point of time, trade Securities, within the credit limit approved by the Company and in accordance with the Company's method of calculation of credit limit individually, provided that the Customer agrees that the Company may increase or decrease such credit limit or change the method of calculation of credit limit without prior notice.

The Customer agrees and acknowledges that the Company is entitled to not making order to purchase and/or sell upon the instruction which exceeds the Customer's credit limit of securities trading and/or the Customer's Purchasing Power at any certain point of time; and the Customer agrees to accept the case that the Company does not make order to purchase and shall not claim against the Company for any damage or expense.

The Customer acknowledges that, in calculating the Purchasing Power of the Customer at any certain point of time, the Company shall consider the value of the Customer's assets placed as a guarantee in the cash balance securities trading under the agreement then existing, in accordance with the rules, conditions, and procedures prescribed by the SEC and/or the Exchange and/or the Company, provided that the Company is entitled to change the condition and method in calculating the Customer's Purchasing Power as it sees fit without prior notice to the Customer in any manner.

In the case where the Company has trade Securities upon the Customer's instruction in the manner exceeding the credit limit originally approved by the Company, the Customer agrees to be bound by such instruction as if the Company has temporarily increased the credit limit for the Customer. However, the Company is not obliged to increase the credit limit for always.

7. Once the Company trades the Securities upon the Customer's instruction, the Company shall confirm the Customer of such transaction via postal mail, facsimile, Internet or any other electronic means; or hand courier by the Company's employee to the domicile of the Customer given to the Company. In this regard, the Customer is required to verify such document immediately. If the Customer fails to argue or object in writing to the Company within the same day, the Customer consents that the Company's document evidencing the Securities trading transacted on behalf of the Customer is deemed accurate. And the Customer shall not make any defense against the Company.
8. The Customer agrees, represents and covenants that the Securities the Customer delivered to the Company is under the lawful ownership of the Customer and is not under pledge, lien, seizure or any encumbrance; or under any interest of other person (whether under the law or the principle of equity). In the case where the Customer has provided the Company any financial explanation or information, it shall be deemed that the Customer acknowledges, represents and covenants that any of such financial explanation and information is the true, complete and accurate explanation and information in all respects; and the Customer has not concealed any material fact or information.

#### **Order for Purchase of Securities**

9. In purchasing Securities, the Customer agrees to pay the Company the price of Securities, remuneration, fee or any other amount the Customer is required to pay the Company **within 2 (two) business day** from the date the Customer instructs for such Securities purchase or within any specific time announced by the Company or the Exchange, depending on the Company to specify from what date it will counts. If the Customer fails to pay for the price of the Securities, when due, the Customer agrees that the Company shall promptly sell the Securities the Customer had instructed the Company to purchase, without prior notice to the Customer. And the Customer consents to indemnify the Company for damages arising from such purchase of Securities, as well as the interest incurred at the maximum rate applicable.

In case of same day trading of Securities, whether or not such Securities traded is the similar Securities, the Company shall offset the purchase price against the sale price of the Securities under the Customer's account. If there is a deficit (after such set-off), the Customer agrees to pay the other party such deficit of the price in accordance with the amount of deficit incurred from the set-off of the purchase price against the sale price of such Securities on the **2<sup>nd</sup> business day** following the trade date of such Securities or on any other day required by the Exchange or the Company.

If the Customer fails to make payment of the price or the deficit under the 1<sup>st</sup> paragraph or the 2<sup>nd</sup> paragraph of this Clause 9, the Company shall not further purchase additional Securities for the Customer, unless the Company have received such payment from the Customer in full, or as the Company may consider otherwise.

**In the case where the Customer fails to pay for the price of the Securities purchased in full by the time required; and/or fails to pay fee, brokerage fee, loss, outstanding balance or any expense due or demanded by the Company; and/or fails to repay loan or advance payment or interest within the time required in accordance with the conditions and the rates prescribed under this Agreement, the Customer hereby consents that it shall be deemed the Customer's default in performing its debt obligation under this Agreement and agrees that the Company change the maximum default interest rate prescribed by the Company from the due date until such debt obligation is performed in full, including the penalty fee at the rate prescribed by the Exchange and/or the Company from the due date until it is paid in full. In this regard, the Customer agrees that the Company may force sell such purchased Securities promptly upon completion of the time required under the above paragraph or afterward, as well as to enforce the sale of the guarantee placed with the Company without prior notice to the Customer, as the Company sees fit.**

In the abovementioned force sale, the Customer consents that the Company may offset the fund obtained from such force sale (less fee or brokerage fee, loss, outstanding balance, interest, penalty fee and any other expense) against the debt obligation under all types of account that the Customer owes the Company, as well as to offset the proceeds or dividends the Company has acquired, and possessed, on behalf of the Customer against all types of debt obligation the Customer owes the Company, including any damage arising out of the purchase of such Securities, until all such debt obligations are performed in full without any objection and prior notice to the Customer. If the fund acquired is insufficient to cover all the debt obligation, the Customer agrees to be liable for the deficit, including the maximum interest incurable to the Company, in full.

10. The Company shall deliver the Customer the purchased Securities within 3 (three) business days following the trade date or within any other time required by the Exchange, provided that the delivery of Securities shall mean to include the transfer of Securities via the Securities depository account arranged by TSD for the purposes of depository, withdrawal, or transfer of Securities for the Customer; or the case where the Customer assigns that the Company keep the Securities purchased on its behalf.
11. In case where the Customer is required to pay the Company the purchase price of Securities, and the Company is required to pay the Customer the sale price of Securities on the same day, the Company may offset the purchase price and the sale price of such Securities in order that the Company or the Customer pay the other only the different amount of such prices (after setoff) within the day the payment of such purchase price or sale price is required without prior notice to the Customer. It is provided, in such setoff, that the Company may choose to offset all or part of Securities of any name, type, class, amount or price.

#### **Order for Sale of Securities**

12. In sale of Securities, the Customer shall deliver the Company the Securities to be sold, including the relevant transfer document or deed accurately and completely executed prior to making an order to sell or at least by 12.00 P.M. of the next business day following the date the sale order of such Securities is made or within any time prescribed by the Company and/or announced by the Exchange.

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**In the case where the Customer fails to deliver by the time required, the Company shall be entitled to purchase the Securities similar to the one the Customer orders for sale from any person or place for the purpose of delivery immediately or within any other time the Company sees fit, without prior notice to the Customer. In this regard, the Customer consents to be liable for advance payment, fee, and damage incurred to the Company, as well as the maximum interest rate prescribed by the Company and penalty fee prescribed by the Exchange and/or the Company arising out of the Customer's failure to deliver the Securities in all respects.**

13. The Company shall deliver the Customer the fund acquired from sale of such Securities (less fees and other expenses) within the 2<sup>nd</sup> business days following the date of sale or within any other time required by the Exchange or the Company, provided that such fund shall be made by issuance of account payee cheque payable to the account of the Customer, by transfer of fund into the bank's deposit account of the Customer or by any other means required by the Exchange or the Company.

**If the Customer still has owed the Company the purchase price, damage, fee or other payments, the Customer is required to completely make such payments to the Company; otherwise, the Company shall not deliver the Customer the fund acquired from sale of Securities.**

14. In case of same day trading of the same Securities (or where the Customer sells the Securities previously purchased within same day), the Company may offset the purchase price against the sale price of such Securities for the Customer ("Net Settlement") and pay the Customer the net amount on the 2<sup>nd</sup> business day following the trade date or any other day required by the Exchange or the Company.

15. In case where the Customer is in default or in breach of agreement, the Company may allow the Customer to remedy such default or breach within the time or under the condition specified by the Company. Such allowance is however individually granted for such a particular matter in default or breach only. If the Customer fails to remedy completely within the time or under the condition specified for such allowance, the Company shall still be entitled to demand the Customer for immediate performance of the entire debt obligations.

16. The Customer acknowledges that by not having exercised, at any particular time, any right, power or privilege of the Company against the Customer under this Agreement, it shall not be deemed as an abolishment or a waiver of such right, power or privilege. An exercise of any right, power or privilege at any one time or partially shall not be deemed to bar the Company to fully exercising its right, power and privilege under this Agreement.

#### **Agreement modification**

17. In case where any of the terms and conditions of this Agreement is affected by laws, notifications, rules and regulations of the Ministry of Finance, the SEC, the Exchange, the Anti-money Laundering Office or any government agency, or notification of the Company; or where the Company sees appropriate, the Customer consents that the Company may modify or amend the provisions of this Agreement in compliance with such law, notification, rule and regulation or objective, as the case may be, provided that the Customer consents to be bound by and comply with strictly, whether or not the Company has informed the Customer. The above shall be effective and binding upon such modification or amendment.

The Customer agrees to acknowledge the practice or norm practicable in the securities business, e.g. adjustment of interest rate upon movement of interest rate in the market at any one time. In this regard, the Customer consents to be bound by the practice the Company has performed which is acceptable in the securities business and not in violation of laws, notifications, rules or regulations specified by the Exchange or the Office of the Securities and Exchange Commission.

In case where any change causes that the Customer to perform or omit to perform any act in compliance with this Agreement, the Customer agrees to comply with this Agreement in all respects; and shall not claim against the Company for any damage.

#### **Agreement expiring**

18. In case all Securities is disposed, this Agreement shall be deemed expired and there shall be settlement of account or settlement of the guarantee at once. Particularly in this regard, the Customer and the Company jointly agree that this Agreement shall be deemed to remain to bind the Customer further, and not be in expiration, unless the Customer wishes to terminate this Agreement or close the account with the Company once the settlement of account or settlement of guarantee is made, in which case the Customer shall inform the Company in writing.

In the case where this Agreement is deemed expired in any manner, if it appears that, upon completion of the settlement of account, the Customer still owes the Company the debt obligation, the Customer shall make payment of the such outstanding debt obligation, with the applicable highest interest rate calculated from the date of settlement to the date of completion, provided that such outstanding debt obligation shall be completed within the time specified by the Company.

19. **The Company is entitled to terminate this Agreement at any time by giving the Customer a notice, and the Customer agrees to repay the Company the loan or advance payment, interest and/or any other debt obligation within 7 day following the date the notice of termination is made.**

In case the Customer is in default or owes the Company a debt obligation, or where the Company sees that the trade of Securities in the Exchange carries shows any behavior in the manner abnormal or untrustworthy, whether or not such behavior incurs on a particular Securities or on some certain or all transactions in the Exchange, and despite being on the Securities purchased or sold by the Customer, the fact of which may affect the price of the Securities the Customer assigned that the Company possess as a guarantee, **the Customer consents that the Company may, at its discretion, sell any Securities the Customer has with the Company, whether partially or entirely, at the time and the price the Company sees fit, without advance instruction of the Customer. In this regard, the Customer agrees to waive its rights to claim for any damage incurred in connection with such action.**

#### **Guarantee for Trading of Securities**

20. Prior to trading of Securities, the Customer shall place at the Company an asset as a guarantee against the settlement of purchase or sale price of Securities or any other relevant debt obligation for the account of Securities trading in cash at the rate prescribed by the Exchange or securities dealing center; provided on the execution date of this Agreement, the rate is not lower than 15 percent of the amount the Customer is able to trade Securities, in which such amount shall not exceed the Customer's credit limit in securities trading approved by the Company. In case where the Customer fails to place a guarantee sufficient to meet such rate, the Customer agrees that the Company shall consider the amount the Customer may be able to trade Securities as the Company sees fit. However, in the case the Customer places the guarantee in exceed of such rate, it shall not result in an increase of the Customer's credit limit approved. The Customer shall still be able to trade Securities within the credit limit approved by the Company only.

The asset to be used as a guarantee in Securities trading that the Customer may place with the Company under the above paragraph includes cash, fully-paid listed securities and/or other securities under the notification of the Office of the Securities and Exchange Commission relating [Operations Relating to Lending of Money for Purchasing Securities and Lending of Securities to Non-Institutional Clients for Making Short Sale, mutatis mutandis, including any other asset](#) specified by the Exchange, provided that the Customer shall arrange to pledge and register the pledge the Securities in accordance with the form and procedure specified by the Company. In case there is no registration of pledge, the Customer agree that the Company hold such asset, and the Company shall sell such asset in the public auction. The proceed acquired from such public auction shall be used to repay the Company of the Customer's obligation. Otherwise, the Company may enforce or seize the asset being held as a guarantee until the Company is being repaid in full.

#### **Margin Loan for Securities Trading**

21. In case of the margin loan for Securities trading, the Customer agrees to comply with Rules, Conditions and Procedures specified by the Exchange or the SEC and/or the Company. The Customer shall execute an agreement relating margin loan for securities trading in the form specified by the Company and such agreement shall form an integral part of this Agreement.

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#### **Cash Balance Securities Trading System**

22. In case of Cash Balance Securities Trading System, the Customer agrees to provide the Company a fund, as a guarantee against its debt obligation prior to making order for purchase of Securities, provided that the Customer shall transfer the fund into the Company's bank account and deliver the Company a pay-in slip or any other proof of fund depository for the Company's verification prior to executing Securities trading. The Company agrees that the Customer is entitled to purchase Securities within the Cash Balance Credit Limit.
23. In making each order to purchase Securities, the Customer agrees that the purchase price of Securities shall be deducted from the Security Deposit on the date of settlement, in order to make payment of the Customer's purchase price.

In case the Customer makes order to sell Securities, the Company shall consolidate the proceed of sale, less fee, brokerage fee and other expenses, with the outstanding Security Deposit on the settlement date of the sale of Securities, in order to calculate the credit limit for the Customer accordingly.
24. The Customer may increase the credit limit by providing the Company an additional fund as a guarantee against its debt obligation prior to making order to purchase Securities. In this regard, the Company shall recalculate the Customer's credit limit by consolidating the outstanding Security Deposit and the proceed the Customer obtains from sale of Securities under the 2<sup>nd</sup> paragraph of Clause 23, with the additional fund placed as a guarantee, to make up the Customer's credit limit.
25. In trading Securities in the Cash Balance Securities Trading System under this Agreement, the Customer agrees that it shall not trade Securities in the manner exceeding the credit limit approved by the Company. Besides, the Customer agrees to accept any and all outcome of the trading under its purchase and/or sale order of Securities that exceeds the credit limit of such purchase and/or sale, although such purchase and/or sale shall cause that the purchase and/or sale exceeds the Customer's credit limit.

#### **Customer's Representations in relation to Securities Trading via the Internet or other Electronic Means**

26. In trading Securities and/or using other services of the Company via the internet or other electronic means, the Customer shall entirely make order by using the Username, Password and Personal Identification Number Code (PIN Code), in accordance with the rules, conditions and procedures specified by the Company, in logging in (Log In) to and accessing the account, as well as in making any transaction relevant to the account opened, held, or accessible by using such Username, Password and PIN Code, including in changing such Username, Password and PIN Code. The Customer agrees that any order made by using such Username, Password and PIN Code shall be deemed, by the Company, as being made accurately by the Customer.
27. The Customer agrees to be entirely responsible for the use and safe custody of the Username, Password and PIN Code provided in making order of Securities trading and any transactions relevant to the account opened, held, or accessible by using such Username, Password and PIN Code; and agrees that it shall be deemed as being made accurately by the Customer. The Customer shall exercise due care to prevent an unauthorized person to connect to the computer system. In case the Customer suspects that the unauthorized person:

- a. accesses the services or the account of the Customer, or
- b. is able to access the services or the account of the Customer;

The Customer shall immediately notify the Company. Should the Customer allow a third party access into its account or to know its Username, Password and PIN Code, the Customer shall defend, be liable and indemnify the Company from damages arising from the responsibility on fees or damages incurred to the Company as a result of the above action, including but not limited to claim or lawsuit made by such third party in accordance with or in relation to such access or use of Username, Password and PIN Code, and the fact that the Customer has not notified the Company of the suspected event it has been aware or should be aware of, should it has exercised higher level of care.

28. In case where Securities trading order cannot be made via the internet system due to an error of equipment or computer system of the Customer or the Company, the Customer may make Securities trading order via telephone or by any other means to the authorized personnel of the Company. In this regard, the Company shall confirm the Customer of the purchase or sale of Securities in the manner specified by the Company; and it shall be deemed that the Customer acknowledges and accepts such abovementioned conditions. If the Customer fails to dispute of object in writing to the Company within 24 hours from the time it is confirmed, it shall be deemed that the Customer agrees that the purchase or sale of Securities executed by the Company on behalf of the Customer is accurate, and the Customer shall not make any defense against the Company.
29. In trading Securities via the Internet or using other services of the Company under this Agreement, the Customer agrees to accept and be bound by the outcome of the purchase or sale of Securities or the use of any other service exhibited on the Internet by the Company. The Customer is required to verify the outcome of the purchase or sale of Securities or the use of any other service via the Internet in the form and manner specified by the Company, provided that the Company may or may not, otherwise, confirm the outcome of the purchase or sale of Securities or the use of any other service in any other manner, as it sees fit.
30. The Customer acknowledges and shall not make Securities trading order that is inappropriate and has an impact on the overall confidence in the trading system, e.g. trading or acting otherwise in the manner causing the price of Securities to be higher or lower than in the normal condition of the market, or undertake to acquire unlawful interest from Securities, whether for itself or anyone else, etc. The Customer shall comply with the notification and regulation announced by the Exchange or any other relevant agency. The Customer acknowledges to avoid sending buy or sell orders as following details:

**30.1** Sending Buy or Sell orders that can be characterized as "orders which intervene the queue and conceal another person's order" by placing a bid or offer at the price significantly higher or lower than the projected price which would not normally be matched, or which the person placing the order did not intend for trade to occur at that price, regardless as to whether such order will subsequently be cancelled. This occurs in the case of securities with no ceiling and floor.

**30.2** Sending Buy or Sell orders that can be characterized as "placing – withdrawing trading order" by placing a bid or offer and canceling it shortly after and places a new trading order at similar price and in similar amount shortly after, repeatedly without genuine intention to trade such securities to trick other persons into thinking that there is a high need for buy or sale of the particular securities in large amount, by that, when get some matched or not will cancelling it immediately and places a new trading order shortly after, in the same or similar amount of the cancelled transactions.

**30.3** Sending Buy or Sell orders that can be characterized as "wash sale/matched order" by placing a bid or offer at the price and trading volume likely to get matched with the same client or clients of the same group to cause other persons to be mistaken with regard to the price or trading volume.

**30.4** Sending Buy or Sell orders that can be characterized as "orders which pump and dump the price of securities" by placing several bids or offers in the manner of orders which pump and dump the price of securities to cause other persons to be mistaken in the price of securities or entering bids or sweeping offers in the manner which attempts to push the price up/ entering offers or sweeping bids in order to lower the price.

**30.5** Sending Buy or Sell orders that can be characterized as "orders which direct the price of securities" by placing bid or offer at the price significantly higher or lower than the last execution price to control the securities price.

**30.6** Sending Buy or Sell orders that can be characterized as "orders which separated bids/offers" by placing several bids/offer at the amount of 100 – 1,000 shares at the same price although purchase/selling transactions can be effectuated at one time.

**30.7** For the purpose of preventing and ceasing unfair acts or improper investments or transactions for providing services as broker of listed securities and/or derivatives agent the Customer agrees to the following terms and conditions of the Company.

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**30.7.1** The Customer agrees to notify and provide the following information, and clarify such information in detail to the Company, the Stock Exchange of Thailand, the Securities Depository, the securities registrar, the derivatives exchange, the clearing house or the SEC Office upon request, or according to the rules as specified by the Company and those organizations.

- (a) identifiable information manifesting the Customer and all persons who are the beneficial owners of listed securities trading or derivatives contracts regardless of directly or indirectly;
- (b) the purposes of securities/derivatives trading;
- (c) the securities/derivatives trading information of the Customer and information on trading of the underlying asset by the Customer;
- (d) the information specified under (a), (b) and (c) of direct or indirect individual account of an omnibus account to the extent that the Customer knows or should have known as a result of holding such omnibus account.

**30.7.2** The Customer gives consent to the Company for temporarily suspending services as broker of listed securities or derivatives agent, closing a trading account, limiting positions or trading volume, closing out the positions or performing any other act relating to listed securities/derivatives trading of the Customer, as the case may be, in order to comply with the order of SET, the Securities Depository, the securities registrar, the derivatives exchange, the clearing house or the SEC Office in cases where it appears the following facts:

- (a) listed securities/ derivatives trading by the Customer has or may have an impact on the orderly trading of listed securities/derivatives exchange, or has caused or may cause the trading price to deviate from normal market conditions;
- (b) the Customer's listed securities/derivatives trading behavior is inappropriate or may contravene the law on securities/derivatives and exchange ;
- (c) the Customer fails to notify, provide information or prepare clarification under subclause (30.7.1), or provides false or materially misleading information.

**31.** The Customer is required to inform the Company of its domicile and email address, as well as any change to them immediately.

**32.** The Customer agrees that, at any time, the Company reserves the right to terminate the Customer's access to the Internet Securities Trading at its sole discretion without prior notice.

**33.** The Customer agrees that it shall not use any other computer program and/or software to connect its computer to the Company's computer, unless the Company requires or allows for the purpose of this Agreement.

**34.** The Company agrees to maintain its computer system in the good order and condition normally compatible with the Company's computer system, without limitation to only the requirement of maintaining a condition of serious-virus free. The Customer shall exercise due care and implement preventive measures to ensure that the Company shall not be affected from any loss or damage, whether direct or indirect, arising out of the error of the Customer's computer, which should not happen if the Customer has exercised due care and implemented preventive measures before hands. In this regard, the Customer agrees to indemnify the Company of any damage, fee and expense arising out of such damage, in full, without any condition.

**35. The Customer acknowledges and understands the rules, conditions and procedures relating Securities trading via the Internet and electronic means, and all facilities provided by the Company, provided that the Company shall arrange to connect the trading system to enable the Customer to make Securities trading order via computer or the authorized personnel of the Company, as well as acknowledges risks associated if the equipment or facility of the Customer, the Company or the Exchange used in transmitting or receiving order via the Internet is in error, resulting in the failure in the transmission or reception of order. The Customer also accepts any damage that may incur, whether or not by itself or any other person and whether in bad faith, e.g. loss of data in the course of transmission, delay in data transmission or failure in transmission, as well as any damage arising out of the force majeure, e.g. failure of or unworkable data connection, computer virus. It is provided that the Company shall not be held liable in the damages incurred in any case, unless it is caused by the officer of the Company.**

**36.** In case where Securities trading order is made via the Internet, electronic means or any means under the condition and permission of the Exchange or the SEC and/or as specified by the Company; and the Customer has soundly studied and acknowledged the rules, conditions and procedures in making Securities trading via the Internet and electronic means, the Company shall accordingly arrange to connect the trading system to enable the Customer to make Securities trading order via the computer or the authorized personnel of the Company.

#### Agreements relating Use of Electronic Services

**37.** The Customer represents that the Company has been authorized to act in accordance with the authentically certified instruction by using the accurate Username and Password.

The Customer agrees that such authenticated certification by the use of Username and Password shall bind the Customer; and the Customer shall not claim for loss of profit, loss from trading or damage arising out the Company referring to such Username and Password. Moreover, the Customer shall try to prevent and exercise due care in the access to use the services to avoid the service rendered or to be rendered fall out of the objectives of the Company. In this regard, the Customer shall be responsible for the entire expenses. The Customer also agrees to notify the Company immediately should there be loss, thief or unauthorized use of Username and Password and/or account number of the Customer.

**38.** The Customer agrees and understands that the Company may and shall not be, or is not responsible for any delay or inconvenience in complying with the order, along the course of rendering services, that the Company has exercised its best-effort. Any delay in executing such order is beyond the Company's control and the Company shall not be held responsible for and/or shall not be responsible for any delay, in responding to the order, caused by the market volume and/or market volatility. The Company shall not be responsible for delay in responding to the order that is due to the verification and acceptance of such order.

**39.** The Customer agrees that the Company shall not be held liable for any loss arising out of the cause beyond the Company's direct control, without limitation to unworkable condition of the Internet, electronic equipment, mechanic, telephone line or other communication device, or problem of connection, unauthorized access, thief, error of other business operator, bad weather, earthquake, flood and labor strike or other labor problems.

**40.** The information and news provided in the services rendered is of the "as-is" nature, and may be delayed, omitted or incorrect. The Company, representative of the company providing information and licensor may not and shall not guarantee the accuracy, sequence, completion of time, ability to purchase or sell or appropriateness for any purpose of the information or news, as well as the purchase or sale price provided in the service or force majeure or any other cause beyond the Company's control, the representative of the company providing information and licensor. Either party shall not be held liable against the Customer or other person should loss or damage arising out of negligence, careless or omission of all or part of the search, compilation, interpretation, revision, writing, reporting or transmission of any information or news via this services.

**41.** The Customer acknowledges that, in using this service, there is risk from virus attack into the Customer's computer system or equipment, or risk in service obstruction or interference by third party beyond the Company's control which is able to access the computer system or equipment of the Company. The company who provides information and the licensor shall not be responsible against the Customer or other person should there be loss or damage from virus attack or service blockage or interference .

**42.** The customer wishes and agrees that the company will send the documents to the customer at the e-mail address of the customer instead of sending the documents by mail with the E-mail address of the customer for receiving the document as provided in this contract.

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42.1 When the Customer wants to change the e-mail address as specified, the Customer aware of the responsibility and agreed that whenever there is a change the Customer will notify the Company in writing and/or E-documents on internet or through the tape records phone or any other method that the Company has set.

42.2 Terms and Conditions as stipulated shall be binding and are enforceable by law, by virtue of the provisions under the Electronic Transaction Act B.E. 2544 (A.D.2001) and any other amendments related to this aforementioned Act, including any other laws deemed connected to the dispatch and receipt of information and/or documentation via electronic mail.

“Data message” means information generated, sent, received, stored or processed by electronic means, such as electronic data interchange (EDI), electronic mail or facsimile.

“Document” to be delivered as soft file according to this memorandum shall include;

Equity documents mean Securities Confirmation Note, Settlement Receipt, Cash Receipt, Pay Slip, Month End Statement or Movement of Account Statement.

Derivatives documents mean Derivatives Confirmation Note, Movement of Account Statement.

Investment Units documents mean Investment Units Confirmation Note, Movement of Account Statement.

And related documents such as Futures Confirmation Note, Securities Borrowing and Lending Statement, Fixed Income Confirmation Note, Foreign Securities Confirmation Note, Cash and Open Interest of Futures Statement, Unit Trusts Confirmation Note, and/or any other documentation permitted by the Securities and Exchange Commission and/or any other regulatory bodies the Company reserve the right to add or amend the format and any other supporting documentation that the Company shall deliver electronically to Customer of which the Company shall inform Customer in advance.

42.3 Customer acknowledges that Customer can request for the Company to print or issue document in original format or copy of which on occasional basis and Customer agrees to pay relevant service charges, if any, as prescribed by the Company.

42.4 If the Customer wants to cancel receiving all types of documents in accordance with Article 42.3, or only specific types of documents via electronic mail. The Customer must request it in writing to the Company as stipulated in Article 42.1 at least 3 working days before the effective date that the Customer wishes to cancel receiving documents via electronic mail.

42.5 Customer has full knowledge and has a good understanding of how to receive documents by Email. Customer acknowledges and accepts that Email is a communication service in public domain and is common to users worldwide and there can be possible risk and damage such as loss of file or information during transmission, risk related to send/receive, confirm, respond in time to message or failed of message, system interruption, hacking of information which are under the controls of external service provider. Customer knows, understands and agrees that the Company cannot be held responsible for such errors or data lost and damages.

42.6 Customer agrees to check for accuracy and completeness of data and document delivered by Email each time upon receipt of such mail. In the event that Customer discovers an error, Customer shall inform the Company within the next business day. If Customer fails to reject or dispute as to the accuracy of the information within three days as from the date that the Company delivered such document to Customer via Email to Customer's nominated email address; it shall be deemed that such delivered data via Email is correct and complete and is accepted and agreed to by Customer and the Company has fully discharged its duties and responsibilities as agent.

#### **Receipt and Payment of Fund via the Automatic Transfer System (ATS)**

43. In case the Customer uses ATS in receiving and making payment of Securities trading, the Customer hereby agrees with the supplemental terms and conditions as follows:

43.1 Both parties agree that the debit and/or credit of fund via ATS may be used between the parties, as indicated by the Customer in the application for debit of bank account for settlement, placement or withdrawal of Security Deposit and/or any obligation. However, it shall not prejudice the right of either party to use other methods of payment.

Once bank has debited fund from and/or credited fund into the deposit account as indicated in the application for debit of bank account submitted to the Company, it shall be deemed that the Customer has already paid and/or received the fund in relation to purchase or sale of Securities; and the Company shall not longer be required to issue any proof to the Customer.

43.2 Both parties agree that the method of fund debit and/or credit under Clause 43.1 shall be applicable to any performance of debt obligation, placement or withdrawal of Security Deposit and/or any obligation to be incurred in the future, until either party give notice of termination in writing.

43.3 Fees payable to bank and/or the Company, as well as other expenses in connection with the credit of fund into the Customer's account shall be borne by the Company. On the other hand, the same in the debit of fund from the Customer's account into the Company's shall be borne by the Customer in full.

The above arrangement on the responsibility and fees, including expenses, is subject to change by the Customer and/or the bank without prior notice to the Customer; and the Customer agrees that it shall not dispute of make any defense in any manner.

43.4 In case where the Company credit fund into bank account, as required above, in the amount exceeding the actual figure and/or where the Customer is required to return any fund to the Company, the Customer agrees to return the Company such fund and/or consents that the bank debit fund from its bank account, as required above, promptly.

43.5 The payment by Automatic Transfer System (ATS) Customer must maintain money amount in the account ready for a payment within 11.00 hours of the due date. And if the bank refuses to pay because of the money in the account is not enough or with any other reason the Company may consider to charge a processing fee as defined by the Company.

43.6 The Customer agrees to allow the Company to appoint or assign the SET and / or its affiliates to act as the Operator for the service of Payment Information Management System as approved by the SEC in accordance with the relevant notifications or amendments in the future, it also has the duty to comply with such notifications.

#### **Part 3: Custodian of Customer's Assets**

Appointing the Company as the custodian of the Customer's assets;

44. The Customer agrees to appoint the Company to be the custodian of its assets for the interests of safekeeping and/or trading or borrowing of Securities and/or guarantee against purchase or sale of Securities and/or any other interest under the scope required by law, provided that the Customer agrees to pay a custodian fee under this Agreement as specified by the Company.

45. The Customer agrees and accepts that the Customer is entitled to withdraw its fund from the Company under the following terms and conditions.

45.1 The Customer shall notify the Company in writing, in the form prescribed by the Company, at least 1 business day in advance.

45.2 In case where the Customer owes the Company a debt obligation from Securities trading and/or any other debt obligation payable to the Company under agreement, the Customer may not withdraw its fund in the manner causing the fund placed with the Company to be insufficient for the performance of its debt obligation owed to the Company, unless the Customer owes the Company no debt obligation, in which case the Customer may withdraw all of its fund.

However, if such withdrawal of fund of the Customer causes that the value of the Security Deposit placed with the Company against its debt obligation under this Agreement decrease to be less than the rate specified by the Company, as well as if the value of such Security Deposit decreases to the extent lower than the minimum value specified by the Company, by any reason, the Customer shall not be able to trade Securities, until it has placed additional Security Deposit in accordance with the rules, conditions and procedures specified by the Company.

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46. The Customer agrees to accept that the Company may utilize, by making investment, the Customer's fund for an individual interest of the Customer and/or for the joint interest of the Customer and other customers of the Company, as the Company sees fit under the rules, conditions and procedure required by the SEC; provided that the Customer agrees and consents that the Company may also deposit the Customer's fund with financial institution or engage in transactions with a person related to the Company, whether directly or indirectly, as a parent company, subsidiary company or affiliated company under the rules, conditions and procedures specified by SEC.

47. The Customer agrees and consents that the Company is entitled to use the Customer's fund to pay the Company for debt obligation in Securities trading and/or fees and/or brokerage fees and/or any other expense, including any interest and damage incurred from Securities trading under this Agreement in full.

48. **The Customer acknowledges and understands that the fund deposit with the Company as one type of the Customer's assets shall not fall under the protection of the Financial Institutions Development Fund or any other financial institution that provide deposit protection.**

49. The Company shall not appoint any person as its agent in safe custody of the Customer's assets, unless it is in forms of deposit with commercial bank, investment in promissory note of finance company, TSFC Securities Public Co., Ltd., Thailand Securities Depository Co., Ltd. or the Bank of Thailand, or as approved by the SEC.

50. **The Customer agrees and consents that the Company is entitled to do any act to create, modify, transfer, reserve or extinguish right in the Customer's assets without or do not follow the order or consent of the Customer in writing, unless it is to comply with applicable laws and regulations or specified otherwise in this contract.**

51. The Company shall not utilize an asset of one customer for the interest of the other customer, other person, or the Company itself, unless a written instruction or written consent is obtained from the Customer on a case-by-case basis.

52. The Customer agrees and consents that the Company may exercise the rights and benefits of the Customer or arranges as necessary to enable the Customer to enjoy the rights and benefits arising from being an owner of Securities or any instrument under the custodian of the Company, with the issuer of such Securities or instrument in a timely manner.

53. The Company shall provide the Customer a report exhibiting list of assets once a month, unless for the month that there is no transaction that creates movement or modification of the assets in its custodian under this Agreement. In case where the Customer has no transaction for a consecutive six months upward, the Company shall provide the Customer such a report once every six months.

54. The Company shall segregate the Customer's assets in accordance with the notification of the SEC or the Capital Market Advisory Board, or in any other manner under the relevant rules and regulation or as required by the Company; provided that the following shall be already considered as the segregation of assets.

#### 54.1 Cash

(a) The Company shall segregate cash by depositing with commercial banks or other banks established under specific laws; investing in treasury bills, Thai government bonds, state-owned enterprise bonds, Bank of Thailand bonds; investing in debt instruments that the Ministry of Finance provides avails on the entire amount or guarantees the entire amount of both the principal and interest; investing in promissory notes issued by commercial banks or finance companies; investing in investment units of domestic money market mutual funds; or investing in other manners as required under the relevant rules and regulations, provided that it shall be expressly indicated on such deposit account, promissory note, or particular investment that it is undertaken by a securities company for the interest of customer. In case where such deposit or promissory note is redeemable upon maturity, there shall not be restriction for redemption prior the maturity.

(b) The Company segregates cash by keeping in its own custody, provided that the Company maintains in safe custody and is able to identify that such fund is the customer's assets without doubt.

#### 54.2 Securities

(a) The Company segregates Securities by depositing with TSD or the Bank of Thailand, provided that it shall be expressly indicated that such assets are deposited by the Company for the interest of the customer; or

(b) The Company segregates Securities by keeping in its own custody in the manner able to identify that such Securities certificate belongs to the customer without doubt.

#### 54.3 Other assets

(a) The Company segregates other assets by keeping in its own custody in the manner identifiable that it is the customer's assets or keeping anywhere else in accordance with relevant rules and as specified by the Company.

(b) If the customer's assets in (a) above are the assets for purchase or sale foreign securities, the Company will segregate aforesaid assets in sort that could be particularized as the customer's assets or the transferable assets in accordance with rules and orders specified by the Company.

55. If there is proceeds arising from any of the Customer's assets as agreed by the Company, where the Customer is entitled to receive such proceeds from the Company, the Customer agrees that the Company may, without prior notice to the Customer, offset such proceeds against the custodian fee under this Agreement (if any) or any other debt obligation the Customer is required to pay the Company, until the Company have received such fee or payment of such obligation in full. However, if there is still outstanding debt obligation the Customer owes the Company, after such setoff of the proceeds against the fees and obligations; the Customer agrees to be liable for such outstanding debt obligation to its completion in full.

56. The Company shall pay interest on the outstanding balance of the Customer's fund, in the Customer's account, placed with the Company at the rate of interest announced publicly by the Company at its office. The Company reserves the right to adjust the interest rate and/or time and procedure of the interest payment as it sees fit. However, the interest rate must not exceed the rate of return that the Company will receive from bringing the money to invest for the benefit.

57. The Company reserves the right to charge fees in relation to transfer, delivery, or safekeeping and custodian fee as appropriate; and shall make announcement to the Customer from time to time.

58. The company obliges to keep and maintain the customer's assets in accordance with the brokerage agreement. If the customer's assets damage or damage caused by neglect of duty of the Company or an officer or employee of the Company, the Company agreed to be responsible for the loss and / or damage that happens to customers in full.

#### **Part 4: General Provisions**

The Company and the Customer mutually agree that, in addition to the terms and conditions provided in Parts 1, 2 and 3 of this Agreement in which the parties are obliged to another, they also mutually agree with the terms and conditions provided under this Part 4 as follows.

59. The Customer agrees and consents to pay interest applicable at the rate specified by the Company on the overdue debt obligation under this Agreement, calculating from the date the Customer fails to make payment of such debt obligation until its completion in full. The Company may, from time to time, adjust the interest rate, provided that the Company shall notify the Customer of such interest rate adjusted by posting at the Company's head office, securities service office or branch office the announcement of such interest rate.

60. The Customer consents to indemnify for damages, advance payments, fees and other expenses arising from damage directly or indirectly incurred to the Company or other parties as a result of the Company's compliance with this Agreement, or the Customer's breach of this Agreement or its term, condition or provision. Upon demand, the Customer shall promptly indemnify the Company for such damage.

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61. The Customer acknowledges that the securities trading with this appointing agents / brokers agreement, whether any times or items have decided by the Customer itself. If damages arising from trading securities either due to willful act or negligence of the customer. The Company shall not be responsible in any way. Unless such damage is caused by the willful act or negligence of the Company, employees or officers of the Company, or in default of the Company, or be contrary to the provisions of regulations issued by the Securities and Exchange Commission.
62. The Customer agrees that the Company shall not be liable for loss and / or damage to the Customer, if the loss and / or damage has a result of fire, storm, strike, the rioters protesting, war, the control of state power, errors related to network communication delays caused by network communication, equipment failure, power outages, acts of God or any other that the Company can not be expected which directly affects the operation of the company.

However, if the cause of the damage mentioned above occurred due to failure to perform the duties of the company, or arising out of the willful misconduct or negligence of the Company or an officer or employee of the company. The Company shall be responsible for the loss and / or damage to the property of the customer in full.

63. In the case where the Customer passes away, becomes incompetent or semi-incompetent, is brought under a lawsuit or in any other case, should the Company sees appropriate, to protect the Company's interests, the Customer agrees and consents that the Company may immediately sell the Customer's Securities, assets and/or any other right under its possession in their entirety or in part and/or purchase the entire or part of Securities for delivery to the Company in return of the Securities the Customer ordered the Company to sell but has not promptly deliver the Company such Securities sold. Besides, it shall not disqualify the Company from its right to close the Customer's account.
64. In the case where the Customer fails to comply with any provision of this Agreement, the Company shall be entitled to purchase or sell Securities, assets or any other right of the Customer, or perform otherwise as the Company sees fit, through the Exchange, public auction or trading with any parties or the Company itself, without prior notice to the Customer and without requiring the Company to notify, advertise or perform any act in the similar manner in advance. The Customer consents that the Company may use the proceeds obtained from such sale of Securities to settle the debt obligation and all expenses the Customer owes the Company, whether currently or in the future and whether or not such debt obligation is due. The Company is entitled to offset all debt obligations owed to the Company as it sees fit and the Customer consents that it shall be bound to repay all debt obligations it has still been required to pay the Company in full.

65. The Customer agrees not to allege, demand, claim or undertake any other action against the Company in relation to any damage the Customer has suffered from action, omission or liability of the Exchange or any person beyond the Company's control, e.g. damage arising from the fact that the Customer receives Securities certificate in delay, etc. Besides, for the interest of this Agreement, it shall be deemed that the Customer's Securities deposited under the Company's account at the TSD is held and possessed by the Company itself.

66. **This Agreement is a continuing agreement. Either party may terminate this Agreement with immediate effect at any time by notifying the other party in writing. All rights and obligations of both parties incurred prior to such termination shall survive the termination.** Upon termination, should there still be the Customer's funds, Securities, and any asset under the Company's possession and the Company is unable to contact the Customer to return or otherwise arrange such funds, Securities and assets, the Company agrees to keep such funds, Securities and assets in its custody at the Customer's expenses (if any).

In case where this Agreement is deemed terminated, upon settlement of account, if the Customer still owes the Company the debt obligation, the Customer shall pay such outstanding debt obligation with interest at the maximum rate applicable calculating from the date of settlement until completion, provided that such debt obligation must be completed within the time specified by the Company.

67. In the case where the Company has relaxed any of the Customer's obligations under this Agreement or waived its right to termination at any time, such relaxation or waiver shall only be for such a particular time.
68. In addition to all rights the Company is entitled to against the Customer under this Agreement, the Company is also entitled to demand the Customer for indemnification against any and all damages and expenses the Company may suffer from or in connection with this Agreement, or in relation to action or omission of the Customer or its agent, as well as any damage and expense the Company may suffer from demand or claim of other persons for liability under this Agreement which is not caused by the Company's action, omission or liability in any manner.
69. All notices, notification or letter sent to the Customer, whether via registered or unregistered postal mail, shall be deemed lawfully delivered to the Customer if it is sent to the address the Customer provided the Company in writing, whether or not there is any recipient. In case of delivery via the Internet transmission and/or electronic means, it shall be deemed lawfully delivered to the Customer, if it is sent to the address the Customer provided the Company, once the Company's Internet or electronic system has transmitted such delivery, whether or not there is any recipient. In the case where the Company is not succeeded to delivery due to change of the Customer's address not known to the Company in writing by the Customer, or due to unmatched address, the Customer and the Company mutually agree that such notice, notification or other letters of the Company shall be deemed lawfully received and acknowledged by the Customer.
70. The Customer agrees and consents that, for joint protection, the Company may examine and record communication made via telephone and/or internet and/or electronic means between the Company and the Customer without any condition.

71. The Customer consents that the Company and/or its group companies may examine and/or exchange information relating the Customer, as well as request for report relating credit information and other reference documents relevant, contact all sources of information, use the Customer's information for marketing and administration purposes and transfer such information among companies in the group.

72. **The Customer accepts that it has studied, well understood and well acknowledged the character of and risks associated with investment in Securities, which also include derivatives warrant. The Customer understands that there are risks associated with investment in Securities and there is no guarantee on return on investment. Moreover, the Customer also well understands that derivatives warrant or other warrants with maturity shall no longer be tradable after the maturity date.**

73. The Customer acknowledges and understands well of all aspects of risks associated with investment in Securities trading, e.g. volatility of stock index, fluctuation of values of Securities and assets being affected from change of relevant laws, regulations or notifications or change in taxation, etc.

74. With respect to the Customer's investment in existing Securities and additional Securities in the future, the Customer Prior to making investment decision, the Customer acknowledges, studies and understands such new Securities before making investment decision.

75. The Customer and the Company mutually agree that, at any time during the term of this Agreement, if any provision in this Agreement or documents supplemental to this Agreement becomes in violation of law, void, invalid or unenforceable as a result of any law or reason, the Customer and the Company mutually agree that such provision that becomes in violation of law, void, invalid or unenforceable shall be severed from the provisions that are not in violation of law, not void, valid or enforceable; and that this Agreement shall still be in full force and effect.

76. The Customer accepts that it understands and acknowledges well the laws, notifications, rules or regulation of the Securities and Exchange Commission, the Office of the Securities and Exchange Commission, the Exchange, the Anti-Money Laundering Office, government agencies or any agency, including announcements, rules or regulation of companies relating the Securities and the Exchange, provided that the Customer shall strictly comply with the aforementioned, as well as its amendments and additions.

In case there is change or amendment of such law, notification, rule or regulation mentioned in the above paragraph after the date of execution of this Agreement, both parties agree to be bound by such change, amendment or addition, unless it is otherwise specified by the Company.

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The Customer agrees and consents that the Company is entitled to amend or add any condition of this Agreement as it sees fit without prior consent of the Customer. However, the Company shall notify the Customer of such change and the Customer agrees to comply with the condition changed or amended by the Company strictly. The Customer acknowledges that any message, notice, notification or other information that has been posted on the Company's website such notice or notification shall be deemed lawfully made to the Customer.

77. In the case where the Company merges its business with other securities company, whether by any means of merger or acquisition with other securities company, or establishment of a new securities company (such newly established securities company shall hereinafter be referred to as "**New Securities Company**"), the Customer agrees and consents to become a customer of the New Securities Company and that the Company may transfer the Customer's account under this Agreement to the New Securities Company, provided that the Company shall give the Customer prior notice.

If the Customer does not wish to have the account transferred to, and become a customer of, the New Securities Company as mentioned above, the Customer may inform the Company of such intention in writing within 7 days following the date of the Customer's receipt of the Company's notice.

If the Customer fails to inform the Company of such intention within the time specified in paragraph 2 above, it shall be deemed a consent of the Customer for the transfer of the Customer's account to the New Securities Company as mentioned in paragraph 1.

78. This Agreement shall be governed by and interpreted under Thai law.

79. In the case where there is dispute relating the Securities trading under this Agreement and/or memorandum and/or agreement between the Company and the Customer, the Customer may bring such dispute into the procedures of the Dispute Settlement by Arbitration Facilitated by the Office of the Securities and Exchange Commission; and the Company agrees to bring such dispute of the Customer into such Dispute Settlement by Arbitration upon the Customer's desire.

80. The Customer has read and agrees to be bound by the terms and conditions for using the electronic securities trading account service as specified by the Company. The Customer certifies and confirms that the information and details provided by the Customer are the Customer's information and it is correct and complete information according to the truth in all respects.

The Customer understands, acknowledges and agrees to comply with the contract, conditions and requirements, laws, regulations, as well as announcements or regulations of the Company or of relevant regulatory agencies.

The Customer agrees to allow the Company to investigate and disclose Customer information to the relevant regulatory agencies or is disclosed as required by law.

81. The Customer accepts that any investment depends on the Customer's own decision, which is not bound by the assessment results and risk level according to the assessment model. In the event that the Customer decides to invest at a higher risk level than the assessment results, the Customer agrees to accept the risk of the investment itself, which may not be in accordance with the assessment results and may change from the results can be assessed.

82. In the event that the Company collects, uses and/or discloses any information related or considered personal data under relevant personal data protection laws. This includes the Personal Data Protection Act 2019, as may be amended from time to time. (hereinafter referred to as "Personal Data Protection Law") The Company will comply with the Personal Data Protection Law, which has regulations regarding the collection, use, disclosure, access, correction, storage, and protection of such personal data and will follow the policy and/or requirements relevant internal services which are to be considered part of this agreement as well to the extent permitted by applicable law. The Company can disclose personal information, service information, history, and electronic information status. Including other information related to Customers to the parent company, associated companies, subsidiaries, companies in the group affiliated companies of the Company (both located in and/or abroad) including directors, employees, contractors, joint ventures, representatives, representatives, business support service providers Subcontractor Business partners that jointly release products as a co-brand to support the Company's business operations or for the benefit of debt collection Auditors, evaluators, and consulting professionals in various fields of the said company Assignee of rights Government agencies and regulatory agencies which have jurisdiction over the management company or any individual which has legal relations with the Company as necessary to comply with this contract. This includes for digital identity verification or identification purposes carrying out any business or providing any services. So that the Company can conduct business fairly and continuously or for other purposes as specified by law.

The parties have read and understood the content of this Agreement in its entirety and seen that it is in light of their intention and desire; and, thus, give their signatories in the presence of witnesses.

Signed  ..... Customer  
( )

Signed ..... Witness  
( )

Signed ..... Company  
UOB Kay Hian Securities (Thailand) Public Company Limited

Signed ..... Witness  
( )

**Letter of Consent for Direct Debit**

Date .....

To: **MANAGER BANK**

BBL       KBANK       KTB       SCB       UOB       TTB  
 BAY       CIMB THAI       LH       OTHER .....

Branch .....

I, ..... Owner of the  Saving A/C  Current A/C

Account No.  Account Name .....

Contact Address No. .... Trok Soi ..... Road .....

Sub-District ..... District ..... Province .....

Telephone No. ....

Request the Bank to debit my aforesaid account and credit the same amount to the bank account of UOB Kay Hian Securities (Thailand) Public Company Limited (hereinafter called "the Company") and / or any other the Company's account subject to change or addition in the future in accordance with the amount as shown in the **transaction** list and the amount shown on the statement or invoice or DISKETTE/TAPE or computer media or electronic data or order which the bank receives from the Company and / or its agents and / or any other person appointed or assigned by the Company to act on behalf of and / or on behalf of the Company via Internet System for the payment of the debt of securities trading or for collateral and/or any obligations due to the Company.

I agree to pay for services charges and / or fees and / or other expenses regard to the use of the service to the bank as prescribed by the Bank. I allow the bank to deduct the above mentioned deposit account and / or any other existing deposit account with the Bank to pay for such services charges and / or fees and / or expenses.

For the said debit to my account for payment of the debt and/or any obligations to the Company, should it appear later that the amount contained in **the transaction** which received by the Bank is incorrect and that the Bank has already debited the sum equivalent to the amount stated in the **transaction** from my account, I agree to claim such amount from the Company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that the Bank shall debit only when the fund in my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/statement of the bank or invoice/receipt of the Company.

In case of documents of evidence and the account number mentioned above has been changed for whatever reason, this letter of consent shall be valid and enforceable for such account. The debit to my account shall be immediately valid upon entering into this letter of consent and shall be in full force and effect until the cancellation of the service by the Bank or my written instruction to revoke this letter of consent is given to the Bank and the Company not less than 30 days in advance.

Sincerely yours,

Signed  ..... Consenting party  
(.....) (As that given to the Bank/Account Owner)

*UOB Kay Hian Securities (Thailand) Public Company Limited*

*Bank*

*Certified correct account and true signature of the consenting party*

Signed .....

Authorized Signature officer certified that the above consenting party  
is client of *UOB Kay Hian Securities (Thailand) Public Company Limited*

Signed .....

*Authorized Signature of the Bank*

**In case of Client's signature is not the same with the Bank**

In case of I, ..... the consenting party signed not same that is given to  
UOB Kay Hian Securities (Thailand) Public Company Limited, I certified the above signature on Letter of Consent for  
Direct Debit is mine truly

CAS 10/2023

Signed  ..... Consenting party  
(.....) (As that given to The Company)



## Letter of Consent for Direct Debit

Date .....

To: MANAGER BANK

BBL     KBANK     KTB     SCB     UOB     TTB  
 BAY     CIMB THAI     LH     OTHER .....

Branch .....

I, ..... Owner of the  Saving A/C  Current A/CAccount No.  Account Name .....

Contact Address No. .... Trok/Soi ..... Road .....

Sub-District ..... District ..... Province .....

Telephone No. ....

Request the Bank to debit my aforesaid account and credit the same amount to the bank account of UOB Kay Hian Securities (Thailand) Public Company Limited (hereinafter called "the Company") and / or any other the Company's account subject to change or addition in the future in accordance with the amount as shown in the **transaction** list and the amount shown on the statement or invoice or DISKETTE/TAPE or computer media or electronic data or order which the bank receives from the Company and / or its agents and / or any other person appointed or assigned by the Company to act on behalf of and / or on behalf of the Company via Internet System for the payment of the debt of securities trading or for collateral and/or any obligations due to the Company.

I agree to pay for services charges and / or fees and / or other expenses regard to the use of the service to the bank as prescribed by the Bank. I allow the bank to deduct the above mentioned deposit account and / or any other existing deposit account with the Bank to pay for such services charges and / or fees and / or expenses.

For the said debit to my account for payment of the debt and/or any obligations to the Company, should it appear later that the amount contained in **the transaction** which received by the Bank is incorrect and that the Bank has already debited the sum equivalent to the amount stated in the **transaction** from my account, I agree to claim such amount from the Company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that the Bank shall debit only when the fund in my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/statement of the bank or invoice/receipt of the Company.

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Sincerely yours,

Signed  ..... Consenting party  
 (.....) (As that given to the Bank/Account Owner)

UOB Kay Hian Securities (Thailand) Public Company Limited

Bank  
 Certified correct account and true signature of the consenting party

Signed .....

Authorized Signature officer certified that the above consenting party  
 is client of UOB Kay Hian Securities (Thailand) Public Company Limited

Signed .....

Authorized Signature of the Bank

## In case of Client's signature is not the same with the Bank

In case of I, ..... the consenting party signed not same that is given to UOB Kay Hian Securities (Thailand) Public Company Limited, I certified the above signature on Letter of Consent for Direct Debit is mine truly



CAS 10/2023

Signed  ..... Consenting party  
 (.....) (As that given to The Company)

### Letter of Consent for Direct Debit

Date .....

To: MANAGER BANK

BBL       KBANK       KTB       SCB       UOB       TTB  
 BAY       CIMB THAI       LH       OTHER .....

Branch .....

I, ..... Owner of the  Saving A/C  Current A/C

Account No.  Account Name .....

Contact Address No. .... Trok/Soi ..... Road .....

Sub-District ..... District ..... Province .....

Telephone No. ....

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Sincerely yours,

Signed  ..... Consenting party  
(.....) (As that given to the Bank/Account Owner)

UOB Kay Hian Securities (Thailand) Public Company Limited

Bank

Certified correct account and true signature of the consenting party

Signed .....

Authorized Signature officer certified that the above consenting party  
is client of UOB Kay Hian Securities (Thailand) Public Company Limited

Signed .....

Authorized Signature of the Bank

### In case of Client's signature is not the same with the Bank

In case of I, ..... the consenting party signed not same that is given to UOB Kay Hian Securities (Thailand) Public Company Limited, I certified the above signature on Letter of Consent for Direct Debit is mine truly

CAS 10/2023

Signed  ..... Consenting party  
(.....) (As that given to The Company)

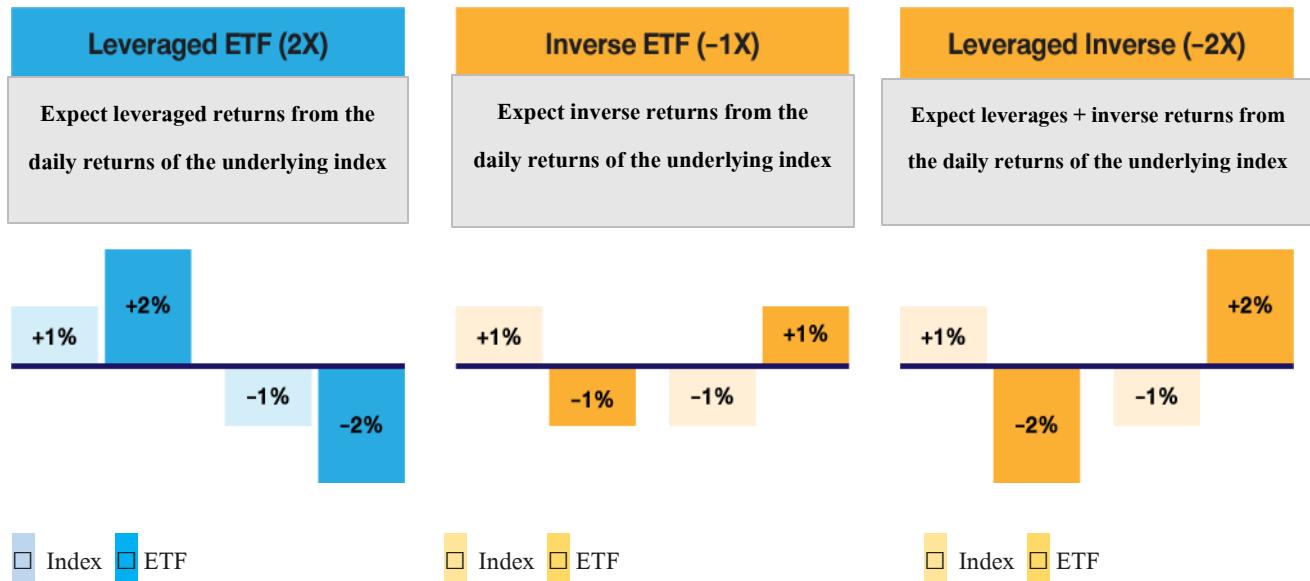


## Acknowledgement of the Characteristics and Risks Specific to Investing in L&I ETFs

### 1) L&I ETFs (Leveraged & Inverse ETFs) mean:

Exchange Traded Funds (ETFs) that are traded on the stock exchange like regular stocks. These funds are of the leveraged and inverse types, designed to provide returns that are “Leveraged” or “Inverse” the daily performance of the underlying index

### 2) Characteristics of L&I ETFs



2.1 Compounding Effect → Daily portfolio adjustments cause the next day returns to be calculated from the previous day returns, which is different from normal compounding

2.2 Daily Reset → To maintain returns at the daily multiplier rate

2.3 Suitable for short term → Designed for short term investment, not suitable for long term holding

### 3) Key Risks of L&I ETFs

L&I ETFs carry higher risks than regular ETFs and are not suitable for long-term investment

#### 3.1 Compounding Effect

(1) This is the most significant risk for L&I ETFs

(2) The fund is designed to generate daily returns only. Holding for more than one day will cause the fund cumulative returns to deviate from the returns of the underlying index leveraged or inverse

(3) In cases where the market is highly volatile, the compounding effect will only make long-term returns deviate from expectations, especially in markets that fluctuate

#### 3.2 High Volatility Risk

(1) By using leverage, L&I ETFs are much more volatile than their underlying index

(2) If the market moves in the wrong direction, the losses can be significantly higher than investing in a normal ETF

### 3.3 High fees and expenses

Due to the constant daily portfolio adjustments and the use of complex derivatives, management fees and other expenses are higher than normal ETFs

#### 4) Precautions for investing

- 4.1 Suitable for short-term investment ➔ L&I ETFs are designed for short-term speculation only and are not suitable for investors who wish to hold their investments for the long-term
- 4.2 Monitor your investments regularly ➔ Due to the complexity and volatility of funds, investors must closely monitor their investment status
- 4.3 Study and understand before investing ➔ Investors should always study information about L&I ETFs and understand the working mechanisms and risks of the product and other risks on the company website ([www.utrade.co.th](http://www.utrade.co.th)) before making any investment decision

Acknowledged ..... (Investor)

(.....)