



PhillipCapital
Your Partner in Investment

Account Opening Application (Individual)





Supporting Documents Required for Opening Account : Individual

- 1. A copy of identification card or government card with house registration
- 2. A copy of bank book account (the page with your name and the bank account number)
- 3. A document for consideration of credit line approval
 - A copy of bank statement for the past 3-6 months.
 - A copy of salary slip (most recent month)
 - Other statement of assets such as copy of mutual fund statement, copy of client's portfolio from other broker, copy of share certificate, copy of government bond , copy of recent statement of B/E, etc.
- 4. 30 Baht of duty stamp or cash (per contract)

In Case of Power of Attorney (Supporting Document of Grantee)

- 1. Power of attorney
- 2. A copy of identification card or a copy of passport/alien card (in case of foreigner)
- 3. KYC application form
- 4. Signature card
- 5. 30 baht of duty stamp or cash (per grantee)

In Case of Ultimate Beneficial Owner and/or Ultimate Controlling Person

- 1.. Know your customer (KYC) form of ultimate beneficial owner (if any)
- 2.. Know your customer (KYC) form of ultimate controlling person (if any)
- 3. A copy of identification card of ultimate beneficial owner (if any)
- 4. A copy of identification card of ultimate controlling person (if any)

Please certify all copies of document “For Opening Account with Phillip Securities (Thailand) PLC”

Remark : If there is any rectified document, please certify your chages

Types of Account Opening and Agreement

Account Types	Agreement
1. Equity Local - Cash / Prepaid Account - Credit Balance Account	- Account Opening Form - Individual - Securities Trading Agreement - Securities Borrowing and Lending Master Agreement for Short Selling and Credit Balance Agreement - Power of Attorney for Securiter Borrowing and Lending - Credit Balance duty 500 baht per one million baht but not exceeding 10,000 baht.
Overseas - Global Market Equity Account	- Account Opening Form - Individual - Securities Trading Agreement - Global Stock Trading Agreement
2.. Derivatives Local - Derivatives Account	- Account Opening Form - Individual - Derivatives Agreement - 30 baht of duty stamp
Overseas - Global Derivatives Account	- Account Opening Form - Individual - Derivatives Agreement - Global Derivatives Agreement
3. Fund Supermart	- Fund Supermart Application and Agreement - 30 baht of duty stamp
4. Bonds	- Account Opening Form - Individual - Bonds Agreement - 30 baht of duty stamp
5. Share Builders Plan	- Account Opening Form - Individual - Securities Trading Agreement - Phillip Share Builders Plan Agreement - 30 baht of duty stamp



Account Opening Application (Individual)

ACCOUNT TYPE

Equity

☐ Cash

☐ Credit Balance

☐ Credit Balance (TFSC)

☐ Share Builders Plan

☐ Global Market Equity

Derivatives

☐ Derivatives

☐ Global Market Derivatives

Fund

☐ Mutual Fund

☐ Private Fund

☐ Fund Builders Plan

Other

☐ Bonds

☐ Other

1. PERSONAL INFORMATION

Name & Surname :

Date of BirthAgeSexNationality

Country of BirthMarital Status ☐ Single ☐ Married ☐ Divorced ☐ Widow

ID Card No. / Passport No.Expiry Date

Present Address No.....Moo.....VillageSoiRoad.....

Sub DistrictDistrictPovince.....Post Code

CountryTel (home).....Mobile

House Registration Address ☐ Same as Present Address

Address No.....Moo.....VillageSoiRoad.....

Sub DistrictDistrictPovince.....Post Code

CountryTel (home).....

OccupationType of BusinessPosition.....

Name of Employer/BusinessOffice Address No.....Building.....

Floor.....SoiRoad.....Sub District.....District

Province.....Post Code.....CountryTel (Office).....

Contact Telephone ☐ Tel (Home) ☐ Mobile ☐ Tel (Office)

Mobile number to receive One-Time Password (OTP).....

E-Mail to receive electronic document

E-Mail to receive newsletter ☐ Same as E-mail in electronic document

Location for Receiving Information by Post ☐ Present Address ☐ House Registration Address ☐ Office Address

Other (Please specify).....

Spouse's NameName of Business.....

Type of Business.....Position

Contact Person in case of emergencyRelationshipTel.....

☐ Same as Present Address of Account Owner ☐ Same as House Registration Address of Account Owner ☐ Other Address (Please specify)

.....

2. INVESTMENT

Objective of Investment

☐ Long Term

☐ Speculative/Short Term

☐ Hedging

Knowledge of Derivatives

☐ Yes

☐ No

Open account with other broker

☐ No

☐ Yes (Please specify).....

3. FINANCIAL INFORMATION

Annual Income (THB)

☐

200,000 - 500,000 Baht

☐

500,001 – 1,000,000 Baht

☐

1,000,001 – 5,000,000 Baht

☐

> 5,000,000 Baht

Other Income (THB)

☐

100,000 - 500,000 Baht

☐

500,001 – 1,000,000 Baht☐☐

Source of Other Income

☐

Business (Please specify)

☐

Investment☐☐

Source of Other Income (County)

☐

Thailand

☐

Other Country.....

Net Asset Value (Deposit, Securities) (THB)

☐

< 1,000,000 Baht

☐

1,000,000 – 10,000,000 Baht☐

Monthly Expense (% of Monthly Income)

☐

< 25 %

☐

25% - 50%☐

4. CONDITION OF DEPOSIT AND PAYMENT

Bank accounts for Settlement via Automatic Transfer System (ATS) only

Main Bank :

..... Branch.....

☐

Saving

☐

Current

Account No

Alternate Bank :

..... Branch.....

☐

Saving

☐

Current

Account No

Alternate Bank :

..... Branch.....

☐

Saving

☐

Current

Account No

Remark: Name in bank account must be the same as in this Application for Account Opening (Joint account is not allowed)
Please attach a copy of the bank passbook page bearing the name and account number you specified in this application

While awaiting bank’s approval of ATS process

Purchasing Cost – Please pay into company’s payment channels

Sale Proceeds - Company pays into client’s bank account as above information

Dividend and Interest pay into client’s Bank Account (E-Dividend)

Instruction to deduct Sales Proceeds as collateral or use collateral to pay purchases in Cash account.

☐

Automatically deduct my sales proceeds as collateral in the event that my collateral in Cash Account reduces to below minimum requirement of the Stock Exchange of Thailand

☐

Automatically deduct my cash collateral to settle my purchases in the event that my cash collateral is more than Bht. 1,000.

☐

Automatically deposit my sales proceeds to my Cash Account

5. METHOD OF TRADING

Dealer and Internet (POEMS)

6 GENERAL DECLARATION

Ultimate beneficial owner of the account person*

☐

Myself

☐

Other person (Please specify)

Ultimate Controlling Person**

☐

Myself

☐

Other person (Please specify)

Are you a politician

☐

No

☐

Yes (Please specify)

Is your spouse a politician

☐

No

☐

Yes (Please specify)

Record of disciplinary action for money Laundering in the last three years

☐

No

☐

Yes (please specify type of disciplinary record)Year.....

Work or involved in the following business

☐

None

☐

Jewelry, precious metal or gold business☐☐☐☐☐☐

7. APPOINTMENT OF GRANTEE

☐

No

☐

Yes. Name & surname of grantee

Relationship.....

Name & surname of grantee

Relationship.....

(Please sign in the power of attorney and KYC form)

* “Ultimate beneficial owner” refers to individual person who ultimately owns or controls a customer and/or the person on whose behalf a transaction is being conducted.

** “Ultimate controlling person” means that Individual person in a holding company system which is not controlled by any other person.

/ Investor Risk

Investor Risk Profile / Suitability Assessment Form

Please choose the best answer and mark ☒ on ☐		For Staff Only	
		Scores	
		A	B
1. Personal Information			
1.1 What is your current age group? 1. ☐ Over 60 years 2. ☐ 50 - 60 years 3. ☐ 35 - 49 years 4. ☐ Under 35 years			
1.2 What is your education level: 1. ☐ High School & Pre-University 2. ☐ University & Higher			
1.3 What is your current savings and size of securities investment? (Securities include mutual fund, stocks, debentures, government bonds and derivatives) 1. ☐ Lower than 1 million baht 2. ☐ 1-3 million baht 3. ☐ Over 3 million baht			
1.4 How much, in proportion to your total assets, is invested in securities? 1. ☐ More than 60 % 2. ☐ between 30-60 % 3. ☐ between 10 -30 % 4. ☐ Less than 10%			
2. Investment Experiences and Goals			
2.1 How long have you had experience investing in securities? (securities include mutual fund, stocks, debentures, government bonds and derivatives) 1. ☐ None 2. ☐ Less than 1 year 3. ☐ 1-5 years 4. ☐ More than 5 years			
2.2 Do you require regular income from your investment to support your monthly expenditures? 1. ☐ Yes, very much 2. ☐ Yes, partly 3. ☐ Yes, a little 4. ☐ No, not at all			
2.3 How long do you think you would not need to use this investment amount? 1. ☐ Less than 1 year 2. ☐ 1-3 years 3. ☐ 3 - 7 years 4. ☐ More than 7 years			
3. For Investment Attitude			
3.1 What can best describe your risk tolerance toward investment? (Investments in securities with higher risk typically provide higher returns over the long run. However, price volatility can cause a loss in the short term.) 1. ☐ I cannot tolerate any investment loss despite possible higher returns. 2. ☐ I can tolerate some light investment losses for the chance of receiving some higher returns. 3. ☐ I can tolerate investment losses for the chance of receiving higher returns. 4. ☐ I like to receive the highest returns from my investment without any investment restriction at all.			
3.2 Investment in highly volatile securities often generates high returns in the long-term. However, it involves risks that can cause capital losses as much as its gains. How much can you accept the investment risks? 1. ☐ Minimum risk is acceptable. I focus on investment that generates regular income with full principle protection despite minimum return. 2. ☐ Some degree of risk is acceptable in exchange for an increase in long-term potential returns. 3. ☐ Moderate level of risk is acceptable in exchange for higher potential returns in long term. 4. ☐ Maximum level of risk is acceptable in exchange for highest potential returns in long term.			
3.3 Sometimes, investment that focuses on capital protection generates returns lower than inflation which may eventually reduce the actual purchasing power. Taking your investment objectives in consideration, which of the followings apply to you mostly? 1. ☐ Investment capital must be safe even if the investment returns are lower than inflation. 2. ☐ Some degrees of capital losses are acceptable in exchange for the investment returns that are higher than inflation. 3. ☐ Investment risks are acceptable with investment returns that are relative higher than inflation. 4. ☐ Investment risks are fully acceptable with investment returns that are much higher than inflation.			
3.4 How much loss are you willing to bear from the investment? 1. ☐ Less than 10% 2. ☐ between 10 - 20% 3. ☐ between 20 - 50% 4. ☐ More than 50%			
Total scores (Part 1. to Part 3.)			
3.5 <u>If you were successful in investing in Derivatives you</u> will get very high return. On the other hands, <u>if you fail</u> , you might loss all your investment and even need to top up the losses (if any). Could you accept that? 1. ☐ Cannot accept 2. ☐ Can partially accept 3 ☐ Can accept			
3.6 Apart from the losses on investment, can you accept any currency loss from investment including investment in a mutual fund which has policy to invest at least 20% or higher of its NAV offshore? 1. ☐ Cannot accept 2. ☐ Can accept			

Terms and Conditions

- I. Client agrees to provide information to Phillip Securities (Thailand) PCL. ("the Company")'s officer to be used to conduct the Suitability Assessment. The client acknowledges that the assessment will be used for the benefit of his / her awareness of investment risk.
- II. Client's investment risk level is assessed from information provided by the client. However, this does not represent that the Company shall accept the accuracy, completeness or reliability of such information provided by the client and the assessment result.
- III. After the Company's officer has completed the client's investment risk level assessment (Suitability Assessment) and informed the assessment result to the client, the Company shall assume that the client has already acknowledged his / her investment risk assessment result (which is evaluated from the information provided by the client) including the level of his / her investment risk.
- IV. Client shall study relevant investment information, investment risk warning as well as seek investment advice from a person who can provide investment recommendation to the client. In addition, the client shall study the result of his / her investment risk assessment in order to support his / her decision making to invest in securities, derivatives, financial instrument or other types of investment which is suitable to the client. Information relevant to investment or other financial instruments received from the Company's officers (if any) is only a partial factor to decide on investment by the client.
- V. Decision making on investment depends on client's own decision which shall not bind with the investment assessment result and may not follow the investment risk level assessment under this assessment. Client also agrees to bear the risk arising from investment. In the event that the client decides to invest in higher risk level than the investment risk level assessment, the Company hereby agrees to assume that the client agrees to bear all the risks arising from such investment himself / herself. Client accepts that his / her investment may not be in accordance with the assessment result, nor the same as his / her suitability test assessment and may change from the assessment result.
- VI. The Company, its executives, employees, and officers shall not take any liability, obligation or be in charge of any damages arising from the investment by the client.
- VII. The Company reserves the right to amend, edit or change the Investor Risk Profile / Suitability Assessment Form in order to assess client's investment risk level and any relevant information without prior notice.
- VIII. The Investor Risk Profile / Suitability Assessment Form, any related action and information are applicable to investors in Thailand only. Client has already read and understood the above warning, relevant information and agrees to be bound by such warning and relevant obligation.

I accept and acknowledge that the above information in application and suitability assessment forms are true in all respect. I agree that the Company may inspect my information with other financial institutions or competent authorities under all relevant law, rules, regulations and notifications. Moreover, I have been notified by Investment Consultant and understand the terms & conditions, and associated risks from investment under each account types where I mentioned above within this application.

Remark: The True, correct, updated, and complete information given by clients as requested by company shall affect the services provided and the recommendations rendered to them from company.

Signed XClient

(.....)

Date

I have identified and verified the above client. For non-face to face client, I have performed KYC and CDD.

Signed Investment Consultant

(.....)

Date

Client Referral

Referral Name (IFA)		License No. (SEC)	
Referral Name (IBA)		License No. (ASCO)	

For Investment Consultant

Result of Customer Risk Profile		Assessor
For Invest in securities	For invest in mutual funds	
Exchange-rate risk	☐ Yes ☐ No	

A. For Equity or Derivatives

B. For Investment Unit

For Credit Control Officer

US Confirmation

☐ Non US Person ☐ US Person ☐ Recalcitrant

Investor

☐ Retail ☐ High Network

Account No.

หนังสือฉบับนี้มอบให้แก่บริษัทหลักทรัพย์ ฟิลลิป (ประเทศไทย) จำกัด (มหาชน) และบริษัทแม่ บริษัทในเครือ รวมถึงกลุ่มธุรกิจการเงินของบุคคลข้างต้น (ไม่ว่าแต่ละรายหรือรวมกัน ในหนังสือฉบับนี้รวมเรียกว่า “ผู้รับ”) เพื่อประโยชน์ของผู้รับ และบุคคลที่สามตามที่กล่าวถึงในส่วนที่ 4 ของหนังสือฉบับนี้ โดยให้ถือว่าบุคคลดังกล่าวทั้งหมดเป็นผู้รับหนังสือฉบับนี้เช่นกัน

This form is provided to Phillip Securities (Thailand) Public Company Limited and it's parent company and affiliated companies including their financial business group (individually or collectively shall be hereinafter referred as the “Receiver”) for the benefit of the Receiver and the third parties referred to in Part 4 of this form and it shall be deemed that all of them are also the Receiver of this form.

ข้อมูล / คำยืนยัน / ข้อตกลงของลูกค้า Customer's Information / Confirmation / Agreements

ผู้ขอเปิดบัญชี/ผู้ใช้บริการ Applicant's Name/Name of user of the financial service (คำนำหน้า/ ชื่อ/นามสกุล) (Title / Name / Last name) (Title/Name/Surname)		สัญชาติ Nationality(ies) โปรดระบุทุกสัญชาติที่ท่านถือ /Please specify all nationalities that you hold.
บัตรประชาชนเลขที่ (สำหรับคนไทย) Thai Citizen ID Card No.	หนังสือเดินทาง เลขที่ (เฉพาะคนต่างชาติ) Passport No. (Non-Thai only)	

ส่วนที่ 1 สถานะของลูกค้า
Part 1 Status of Customer

โปรดเลือกทำเครื่องหมายในช่องที่สอดคล้องกับสถานะของท่าน
Please check the appropriate boxes corresponding to your status

1.1 คำถามเพื่อตรวจสอบสถานะความเป็นบุคคลอเมริกัน / U.S. Person Status check

(หากท่านตอบว่า “ใช่” ในข้อใดข้อหนึ่ง แสดงว่า ท่านเป็นบุคคลอเมริกัน ตามกฎหมาย FATCA โปรดกรอกแบบฟอร์ม W-9)
(If you check “yes” in any one box, you are deemed to be US Person by FATCA Regulation. Please complete Form W-9)

1. ท่านเป็นพลเมืองอเมริกัน ใช่หรือไม่ / Are you a U.S. Citizen?	ใช่ / Yes ☐ ไม่ใช่ / No ☐
โปรดตอบ “ใช่” หากท่านเป็นพลเมืองอเมริกัน แม้ว่าจะอาศัยอยู่นอกสหรัฐอเมริกา โปรดตอบ “ใช่” หากท่านมีสถานะเป็นพลเมืองของหลายประเทศ และหนึ่งในนั้นคือเป็นพลเมืองอเมริกัน โปรดตอบ “ใช่” หากท่านเกิดในสหรัฐอเมริกา (หรือดินแดนที่เป็นของสหรัฐอเมริกา) และยังไม่ได้สละความเป็นพลเมืองอเมริกันอย่างสมบูรณ์ตามกฎหมาย You must answer “Yes” if you are a U.S. citizen even though you reside outside of the U.S. You must answer “Yes” if you hold multiple citizenships, one of which is U.S. citizenship You must answer “Yes” if you were born in the U.S. (or U.S. Territory) and have not legally surrendered your U.S. citizenship.	
2. ท่านเป็นผู้ถือบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกา (เช่น กรีนการ์ด) ใช่ หรือไม่ / Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)?	ใช่ / Yes ☐ ไม่ใช่ / No ☐
โปรดตอบ “ใช่” หากสำนักงานตรวจคนเข้าเมืองและสัญชาติของสหรัฐอเมริกาได้ออกบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกาให้แก่ท่าน ไม่ว่าบัตรดังกล่าวของท่านจะหมดอายุแล้วหรือไม่ ณ วันที่ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้ ควรตอบ “ไม่ใช่” หากบัตรดังกล่าวของท่านได้ถูกสละ ยกเลิก หรือถอดถอนอย่างเป็นทางการแล้ว ณ วันที่ ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้ 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. You should answer “No” if such card has been officially abandoned, revoked, or relinquished as of the date you sign and complete this form.	
3. ท่านมีสถานะเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาเพื่อวัตถุประสงค์ในการเก็บภาษีอากรของสหรัฐอเมริกาใช่หรือไม่ / Are you a U.S. resident for U.S. tax purposes?	ใช่ / Yes ☐ ไม่ใช่ / No ☐

ท่านอาจถูกพิจารณาว่าเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาหากเป็นไปตามเกณฑ์ “Substantial Physical Presence Test” เช่น ในปีปัจจุบัน ท่านอยู่ในสหรัฐอเมริกา อย่างน้อย 183 วัน เป็นต้น และหากต้องการรายละเอียดเพิ่มเติม โปรดศึกษาข้อมูลในเว็บไซต์ของหน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา <https://www.irs.gov/>
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: <http://www.irs.gov>

1.2 คำถามเพิ่มเติม / Additional Questions

(โปรดข้ามคำถามในส่วนนี้หากท่านแสดงตนว่าเป็นคนอเมริกัน ตามข้อ 1 - 3 และได้กรอกแบบฟอร์ม W-9 แล้ว)
(Please skip this part if you have identified yourself as US person in the question s1 - 3 above, but you still have to submit W9)

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

1. สำเนาบัตรประชาชนสำหรับคนไทย(หนังสือเดินทางสำหรับคนต่างชาติที่แสดงว่าไม่ใช่คนอเมริกัน) และ

A copy of Thai Citizen ID card (or passport in case you are not a Thai citizen which indicate that you are not a US Person) and

2. สำเนาหนังสือรับรองการเสียสัญชาติอเมริกัน - Certificate of Loss of Nationality of the United States กรณีที่ตอบ“ใช่” ในข้อ 4. ข้างล่างนี้

A copy of Certificate of Loss of Nationality of the United States, in case you answer “yes” in question 4. below

4. ท่านเกิดในสหรัฐอเมริกา (หรือดินแดนที่เป็นของสหรัฐอเมริกา) แต่ได้สละความเป็นพลเมืองอเมริกันอย่างสมบูรณ์ ตามกฎหมายแล้ว

ใช่ / Yes ☐ ไม่ใช่ / No ☐

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

5. ท่านมีที่อยู่อาศัยในปัจจุบัน หรือที่อยู่เพื่อการติดต่อในสหรัฐอเมริกา สำหรับบัญชีที่เปิดไว้กับ/ผ่านผู้รับใช่หรือไม่

ใช่ / Yes ☐ ไม่ใช่ / No ☐

Do you have a current U.S. residence address or U.S. mailing address for the account opened with/through the Receiver?

6. ท่านมีหมายเลขโทรศัพท์ในสหรัฐอเมริกา เพื่อการติดต่อท่านหรือบุคคลอื่นที่เกี่ยวข้องกับบัญชีที่เปิดไว้กับ/ผ่าน/หรือมีอยู่กับผู้รับใช่หรือไม่

ใช่ / Yes ☐ ไม่ใช่ / No ☐

Do you have a U.S. telephone number for contacting you or another person in relation to the account opened with or through or maintained with the Receiver?

7. ท่านมีคำสั่งทำรายการโอนเงินเป็นประจำโดยอัตโนมัติจากบัญชีที่เปิดไว้กับ/ผ่าน/ หรือมีอยู่กับผู้รับใช่บัญชี ในสหรัฐอเมริกา ใช่หรือไม่

ใช่ / Yes ☐ ไม่ใช่ / No ☐

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

8. ท่านมีกรมมอบอำนาจหรือให้อำนาจการลงลายมือชื่อแก่บุคคลที่มีที่อยู่ในสหรัฐอเมริกา เพื่อการใดๆ ที่เกี่ยวข้องกับบัญชีที่เปิดไว้กับ/ผ่าน/หรือมีอยู่กับผู้รับใช่หรือไม่

ใช่ / Yes ☐ ไม่ใช่ / No ☐

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

ส่วนที่ 2
Part 2

การยืนยันและการเปลี่ยนแปลงสถานะ
Confirmation and Change of Status

1. ท่านยืนยันว่า ข้อความข้างต้นเป็นความจริง ถูกต้อง และครบถ้วนสมบูรณ์

You confirm that the above information is true, correct, accurate and complete.

2. ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วนตามที่ผู้รับเห็นสมควร

You acknowledge and agree that if you are a U.S. Person but the information provided on this form or Form W-9 is false, inaccurate or incomplete, the Receiver shall be entitled to terminate, at its sole discretion, the entire or part of banking/business relationship with you as may be deemed appropriate by the Receiver.

3. ท่านตกลงที่จะแจ้งให้ผู้รับ ได้ทราบและนำส่งเอกสารประกอบให้แก่ผู้รับ ภายใน 30 วัน หลังจากมีเหตุการณ์เปลี่ยนแปลงอันทำให้ข้อมูลของท่านที่ระบุในแบบฟอร์มนี้ไม่ถูกต้อง และในกรณีที่ผู้รับมีการร้องขอเอกสาร/ข้อมูล/คำยินยอมเพิ่มเติม ท่านตกลงที่จะดำเนินการให้แล้วเสร็จตามที่ได้รับร้องขอภายในเวลาที่ผู้รับกำหนด

You agree to notify and provide relevant documents to the Receiver within 30 days after any change in circumstances that causes the information provided in this form to be incorrect, or after the date that the Receiver has requested for additional document/information/ consent.

4. ท่านรับทราบและตกลงว่า ในกรณีที่ท่านไม่ได้ดำเนินการตามข้อ 3 ข้างต้น หรือมีการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์เกี่ยวกับสถานะของท่าน ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วนตามที่ผู้รับเห็นสมควร

You acknowledge and agree that failure to comply with item 3 above, or your providing of any false, inaccurate or incomplete information as to your status, shall entitle the Receiver to terminate, at its sole discretion, the entire or part of banking/business relationship with you (as may be) deemed appropriate by the Receiver.

ส่วนที่ 3
Part 3

การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี
Authorization for information disclosure and account withholding

ท่านตกลงให้ความยินยอม ที่ไม่อาจยกเลิกเพิกถอนแก่ผู้รับในการดำเนินการดังต่อไปนี้

You hereby irrevocably authorize the Receiver to:

1. เปิดเผยข้อมูลต่าง ๆ ของท่านให้แก่บริษัทในกลุ่มของผู้รับ (ในการปฏิบัติตาม FATCA หรือกฎหมายใดๆ) หน่วยงานจัดเก็บภาษีอากร และหน่วยงานราชการใดๆ ทั้งในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS)

ข้อมูลดังกล่าวรวมถึง ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์เรื่อง FATCA (คือ เป็นผู้ปฏิบัติตามหรือไม่ให้ความร่วมมือ) จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การจ่ายเงินเข้า-ออกจากบัญชี รายการเคลื่อนไหวทางบัญชี จำนวนเงิน ประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือทรัพย์สินอื่นๆ ที่มีอยู่กับผู้รับ และ/หรือเปิดบัญชีผ่านผู้รับ ตลอดจนจำนวนรายได้ และข้อมูลอื่นๆ ที่เกี่ยวกับความสัมพันธ์

/ ทางการเงิน /ทางธุรกิจที่อาจ (disclose to the group)

- ทางการเงิน / ทางธุรกิจที่อาจถูกร้องขอโดยบริษัทในกลุ่มของผู้รับหน่วยงานทางภาษีอากรในประเทศและ/หรือต่างประเทศ ซึ่งรวมถึง IRS ด้วย disclose to the group companies of the Receiver (in compliance with FATCA law and any other laws), tax authorities, and any other local and foreign government 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 or account opened through the Receiver, 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 group companies of the Receiver, domestic and/or foreign tax authorities or any other authorities, including the IRS; and
2. หักเงินจากบัญชีของท่านที่มีกับผู้รับหรือเปิดผ่านผู้รับรวมถึงเงินได้ที่ท่านได้รับจากบัญชีดังกล่าวในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือต่างประเทศ ซึ่งรวมถึง IRS ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงข้อตกลงใดๆ ระหว่างผู้รับกับหน่วยงานจัดเก็บภาษีอากรดังกล่าว
- withhold from your account opened with/through the Receiver and/or the income derived from such account in the amount as required by the local and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, including any agreements between the Receiver and such tax authorities.
3. หากท่านไม่ให้ข้อมูลที่ต้องการพิจารณาสถานะความเป็นบุคคลอเมริกัน (U.S. person) หรือข้อมูลที่เป็นต้องรายงานให้แก่ผู้รับ หรือไม่ให้คำยินยอมให้ผู้รับดำเนินการอื่นใดรวมถึงการเปิดเผยข้อมูลและการหัก ณ ที่จ่าย ตามที่ระบุในหนังสือฉบับนี้ ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่ผู้รับเห็นสมควร
- If you fail to provide the information required to determine whether you are a U.S. person, or to provide the information required to be reported to the Receiver, or if you fail to provide a waiver of a law that would prevent reporting, the Receiver shall be entitled to terminate, at its sole discretion, the entire or part of banking/business relationship with you as may be deemed appropriate by the Receiver.

ส่วนที่ 4
Part 4

การอนุญาตให้บุคคลที่สามใช้ประโยชน์และข้อตกลงในเอกสารนี้

Customer’s authorization for the third parties to use this form ,information disclosure, consent and agreement in this form

เพื่อความสะดวกของท่าน (ลูกค้า/ผู้ขอใช้บริการ) และเป็นภาระลดภาระความซ้ำซ้อนของท่าน ในการนำส่งเอกสาร/ข้อมูล/คำยินยอมให้กับบริษัท และสถาบันการเงินต่างๆ ที่เป็นเจ้าของผลิตภัณฑ์ที่ผู้รับเป็นตัวแทนขาย (หรือเป็นผู้จัดจำหน่าย) เป็นรายๆ ไป รวมทั้งกรณีที่ท่านเปิดบัญชีกับบริษัท/สถาบันการเงินใดๆ ผ่านผู้รับ โดยหนังสือ ฉบับนี้ ท่านรับทราบและยินยอมให้บุคคลดังต่อไปนี้ทั้งหมด (อันได้แก่ 1.บริษัทจัดการ/กองทุน/สถาบันการเงินใดๆ ที่ท่านทำธุรกรรมทางการเงินผ่าน หรือเปิดบัญชีเงินฝาก หรือ บัญชีซื้อขายหลักทรัพย์ หรือใช้บริการทางการเงินอื่นใดทั้งโดยตรงหรือผ่านผู้รับ 2. ผู้สนับสนุนการขายฯ รายอื่น และผู้เกี่ยวข้องกับบริษัทจัดการ /กองทุน/สถาบันการเงินดังกล่าวข้างต้น, และ 3. สมาชิกของกลุ่มธุรกิจทางการเงินของผู้รับ, 4. ตัวแทน หรือผู้ที่เกี่ยวข้องหรือบริษัทในเครือ ของบุคคลดังกล่าวข้างต้นทั้งหมด) ทั้งในปัจจุบันและอนาคต มีสิทธิใช้เอกสารข้อมูล คำยืนยันและคำยินยอมใดๆ เกี่ยวกับการแสดงตน และการเปิดเผยข้อมูล หรือ หัก ณ ที่จ่าย ตามเอกสารฉบับนี้และเอกสาร/ข้อมูลที่เกี่ยวข้อง (ซึ่งต่อไปนี้จะรวมเรียกว่า “เอกสารและข้อมูล”)

ตามกฎหมายที่เกี่ยวข้องทั้งในและต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายป้องกันและปราบปรามการฟอกเงิน และการสนับสนุนทางการเงินแก่การก่อการร้าย) เสมือนหนึ่งว่า ท่านได้มอบเอกสารและข้อมูลนั้น และได้ให้คำยืนยัน/คำยินยอมกับบุคคลดังกล่าวข้างต้นทุกราย และให้บุคคลดังกล่าวข้างต้นและหน่วยงานราชการทั้งในและต่างประเทศและบุคคลที่เกี่ยวข้องทุกรายสามารถนำส่ง / ใช้เอกสารและข้อมูลใดๆ ของท่านระหว่างกันได้ ไม่ว่าจะอยู่ในรูปสำเนาหรือเอกสารฉบับจริง ก็ให้มีผลผูกพันกับท่านทุกประการ

In consideration of your (customer’s or’ applicant’s) convenience and to reduce your burden of having to repetitively submit this same type of document /information / consent to each and every company and financial institution that the customer open account/ with through the Receiver; You hereby acknowledge and agree for any of following person(s) (i.e., 1. any asset management company/fund/ any financial institution with whom you open deposit account or securities trading account or using any financial service directly with or through the Receiver 2. the distributors / agents / and other person (s) related to the aforesaid funds/asset management company / financial institution, 3. any member of Financial Business Group of the Receiver, and 4. the agents or related persons or affiliated company of the all the aforesaid persons) at present or in future to use any documents, information, affirmation, consent related to identification and disclosure or withholding, as mentioned and referred to in this document (hereinafter referred to as the “Document and Information”) in accordance with any applicable laws (FATCA and AML/CTF) as if you have provided such Documents and Information to each of those aforesaid person(s) yourself .You further hereby authorize those person (s) to use / provide / share such Document and Information among themselves.

ข้าพเจ้ารับทราบและตกลงปฏิบัติตามข้อกำหนด ข้อตกลง และเงื่อนไขต่างๆ ในเอกสารฉบับนี้ซึ่งรวมถึงตกลงยินยอมให้มีการเปิดเผยข้อมูล การหักบัญชี และการยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับข้าพเจ้า เพื่อเป็นหลักฐานแห่งการนี้ จึงได้ลงลายมือชื่อไว้เป็นสำคัญ

By signing in the space below, I hereby acknowledge and agree to the terms and conditions specified herein, including the permitting the disclosure of information, account withholding and termination of banking/business relationship.

ลายมือชื่อของลูกค้าผู้ขอเปิดบัญชี Signature of Applicant	X..... ตัวบรรจง ()	วันที่..... Date
ลายมือชื่อผู้แนะนำการลงทุน Signature of Investment Consultant	X..... ตัวบรรจง ()	วันที่..... Date



บริษัทหลักทรัพย์ ฟิลลิป (ประเทศไทย) จำกัด (มหาชน)
Phillip Securities (Thailand) Public Company Limited

Stamp Duty
30 Baht

Power of Attorney

Executed at Phillip Securities (Thailand) Public Company Limited

Date

By this instrument, I/We

Located at

.....Tel.....Hereinafter called the "Grantor"

Hereby authorize.....Age.....years ID Card

No. / Passport No.Relationship.....of the Grantor

Address.....

.....Tel.....Hereinafter called the "Attorney-in-fact"

Having power to deal with Phillip Securities (Thailand) Public Company Limited on my behalf to the following activity:-

1) To purchase/sell, subscribe securities, warrant, derivatives, and all kinds of securities trading inside of the Stock Exchange of Thailand, Thailand Futures Exchange, International official market of other countries, securities trading outside of the Stock Exchange of Thailand (Over The Counter) including confirm and certify any acts duty substitute me.

2) To settle the cost of purchase and sale proceed, fees, stamp duty, dividends, interest or any other rights accruing from the securities and all expenses in connection with the purchase and sale of securities, warrants, derivatives all kinds of future contracts, investment unit in mutual fund and all kinds of securities.

3) To withdraw and transfer money to my aforesaid account as that given to Phillip Securities (Thailand) Public Company Limited.

4) To prepare and/or sign any letter, document or other relevant instruments and to do any other act which is necessary or appropriate in the exercise of any of the power granted in this Power of Attorney.

Any acts or duty performed by the "Attorney-in-fact" on his/her substitute by virtue hereof shall be the responsibility of the Grantor and shall be binding upon the Grantor in all respects. In witness whereof, I/We have signed my/our name.

Signature X.....The Grantor
(.....)

Signature.....Attorney-in-fact
(.....)

Signature.....Witness / Investment Consultant
(.....)

Signature.....Witness
(.....)

In case of Power of Attorney (Supporting Document of Grantee)

1. A Copy of identification card or a copy of passport/alien card (in case of foreigner)
2. KYC application form
3. 30 baht of duty stamp or cash (per grantee)

Update 1st/2561 Date 21 Feb 61

/ Letter of Consent for



บริษัทหลักทรัพย์ ฟิลลิป (ประเทศไทย) จำกัด (มหาชน)
Phillip Securities (Thailand) Public Company Limited

Letter of Consent for Debit to the Bank Account (ATS)

To The manager of Bank

☐ Bangkok Bank (BBL)	☐ Krung Thai Bank (KTB)	☐ Bank of Ayudhya (BAY)
☐ Kasikorn Bank (KBANK)	☐ Thai Military Bank (TMB)	☐ CIMB Thai Bank (CIMB)
☐ Siam Commercial Bank (SCB)	☐ Thanachart Bank (TBANK)	☐ United Overseas Bank (UOB)
☐ Land and House Bank (LH BANK)	☐ (Other)	

Head Office / Branch.....

I Owner of ☐ Saving Account ☐ Current Account

Account Number (10 digits)Account Name

Contact Address No.

Telephone numberE-MAIL

Request the Bank to debit my aforesaid account and credit the same amount to the bank account of **Phillip Securities (Thailand) Public Company Limited** (hereinafter called “**the Company**”) in accordance with the amount as shown in the transaction which the bank receives from the Company and/or representative of the Company and/or any individual person appointed, attorney-in-fact by/of the Company, via Internet System for the payment of the debt and/or any obligations due to the Company.

For the said debit to my account for payment of the debt and/or obligations to the Company, should it appear later that the amount contained in the transaction which the Company notified 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 from the Company.

In case of documents of evidence and the account number mentioned above has changed for any 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 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 consent is given to the Bank and Company at least 30 days in advance.

Sincerely Yours

Signature X.....Consenting party
()

As that given to the bank



Please attach a copy of Passbook / Statement with Name and Bank Account No. (Certified true copy)

Officer Only

Certified as authenticated signature of the consenting party.

Signed

Phillip Securities Thailand Public Company Limited

Certified correct account and true of the consenting party signature.

Signed

Authorized Signature of the Bank



Phillip Securities (Thailand) Public Company Limited

849 Vorawat Building 15th Silom Rd., Silom, Bangrak, Bangkok 10500

Tel. 0 2635 1700, 0 2268 0999

www.poems.in.th

SECURITIES TRADING AGREEMENT

This agreement is made at Phillip Securities (Thailand) PCL

This agreement is made on _____ by and between Phillip Securities (Thailand) Public Company Limited (hereinafter referred to as the “Company”) of one party and _____ (herein after referred to as the “Client”) of the other party. Whereas, the Client wishes to become a customer of the Company by opening account for trading those securities both inside and outside of the Stock Exchange of Thailand, via any means, including but not limited to computer or other electronic means under terms and conditions hereof. The Client agrees to comply in all respects with all laws, rules, regulations and terms with regard to the Securities and the Stock Exchange of Thailand and any other Stock Dealing Center including the Stock Exchange of Thailand and other Stock Dealing Center’s Supervision Department including, but not limited to, rules and regulations of the Company regarding securities trading currently in existence or as amended or to be implemented in the future.

Both parties agree as follows:

1. In this Agreement:

“Account”	means	the Client’s Securities trading account opened by and maintained with the Company;
“Application Form”	means	the application form by which the Client applies to the Company to open account and to trade Securities under the Securities Trading Agreement;
“Available Fund”	means	the net available balance in the Prepaid Account of the Client on the relevant Business Day;
“Business Day”	means	a day on which securities companies are open for business in Thailand;
“Cash Account”	means	a Securities trading account of the Client opened by and maintained with the Company following acceptance of the Client’s Application form pursuant to Clause 3 of this agreement.
“Indebtedness” includes debts which may be incurred from Securities trading, fees, value added tax, including any other expense arising in relation to the Client’s Securities Trading Account and this Agreement;		
“Intellectual Property Rights”	means	all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications from the same anywhere in the world;
“Office”	means	the office of the Securities and Exchange Commission.
“Over the counter”	means	securities trading outside the SET of unlisted securities or listed securities, which is permitted by the Office of the SET to be traded outside the SET.
“PIN or Password”	means	personal identification number of the Client as provided by the Company for the purpose of the POEMS Service and/or other services provided by the Company;
“POEMS Services”	means	services and others related provided to customers through Computer;
“Prepaid Account”	means	means an account is provided to record transactions of Securities trading pursuant to Clause 4 of this Agreement, any deposit and withdrawal of the Available Fund and accrued interest thereon, the Securities and the Sale Proceeds of the Client Including value added tax, fees and any other cost and expense in relation to this Agreement.
“Property”	means	cash, securities, other properties, and any right occurring from or in connection with the Property;
“Purchase”	means	the subscription for and purchase of Securities;
“Purchasing Value”	means	a Securities trading in each purchasing order, including brokerage fees and any other cost and expenses in relation thereof;
“Representatives”	means	directors, officers, employees, and agents;
“Sale Proceeds”	means	the sum of money for Securities trading in each sale transaction less brokerage fees and any other cost and expenses in relation thereof;
“SEC”	means	the Securities and Exchange Commission of Thailand, established pursuant to the Securities and Exchange Act B.E. 2535.
“Securities”	means	shares, debentures, bonds, bills, treasury bills, investment units which are instruments or evidence representing the right to the property of a mutual fund, certificates representing the right to purchase shares, debentures or investment units, including certificates representing the right in shares or debentures, or certificates representing the right to subscribe for shares or debentures, Instruments or evidence representing right in assets of an investment plan, securities transfer confirmations, confirmations of acceptance of Share certificates or instruments representing any other Right, including interest, dividends and other rights in such

		securities and any other securities as prescribed by the SET or the SEC.
“Securities Depository Center”	means	securities depository center in accordance with the law on Securities and Exchange.
“Securities Trading Agreement”	means	the securities trading agreement and power of attorney entered into between the Client and the Company by appointing the Company to trade in Securities on behalf of the Client;
“SET”	means	the Stock Exchange of Thailand and any Stock Dealing Center which is established pursuant to the Securities and Exchange Act B.E. 2535;
“Trading Amount”	means	the maximum amount in which the Company authorizes the Client to trade Securities through the Company pursuant to Sub-Clause 3.2 of this Agreement. Such amount shall include fees, brokerage fees, remuneration or any other expenses during the term that the Client maintains a Securities trading account with the Company. This shall also means the maximum sum that the Client may order to purchase the Securities through the Prepaid Account at a particular time as determined in accordance with Sub- Clause 4.3 hereof;
“Trading Day”	means	the day that the Client places orders in account being opened with the Company;
“Trading of Securities by Means of Net Settlement (Net Settlement)”	means	the securities trading transaction where there is a sale of the same securities from the portion purchased on the same day and payment is made at the net amount of the purchasing price and selling price of such securities;
“User Guide”	means	the User Guide in relation to the POEMS Services which may be amended from time to time by the Company;

2. Authorization

- 2.1 The Client agrees to appoints and grant power to the Company to act as its agent and/or broker in purchasing and/or selling Securities. The Client agrees to be bound by its Securities trading order in all respect regardless of whether the Securities Trading order is made in writing, orally, by telephone, via internet or by any other customary method or normal practice.
- 2.2 In any event the Client acknowledges that the Company has the right to refuse the Securities trading order of the Client and The Client agrees to refrain any legal existence rights including the right to raise any proceedings against the Company. The Client hereby appoints the Company as this attorney-in-fact to act on Client’s behalf in the following matters
 - 2.2.1 To Purchase, sell and transfer all types of Securities inside and outside of the SET. This includes but not limited to an acceptance of transfer or delivery, acceptance of delivery, possession of, and delivery of Securities or any other Securities certificates.
 - 2.2.2 To pay for Securities purchased, brokerage fee, fees, taxes, stamp duty, withholding tax and any other expenses related to the Purchase or disposal of Securities and to accept payment of Securities sold including but not limited to an Acceptance of dividends or interest or cash or any other expenses related to the possession of the Client’s Securities regardless of whether such Securities is in the name of the Client or other person.
 - 2.2.3 To apply the sale proceeds and benefit from such Securities pursuant to clause 2.2.2 above, which includes but not limited to cash and/or assets and/or Securities being placed as collateral for settling the debt with the company from time to time.
 - 2.2.4 To prepare and/or sign any letter, document, agreement or other instruments including letter, document, agreement or Securities Purchase and sale instrument or Securities transfer instrument, for example, to register Securities into the name of the Company or person or juristic person as the Company deems appropriate, to attend the meeting and cast votes in any Shareholder’s meeting in relation to Client’s Securities being held or possessed the Company in respect of Sub-Clause 7.7.
 - 2.2.5 To appoint and remove any substitute made pursuant to the power of substitution granted in this Power of Attorney.
 - 2.2.6 In case of the Client’s death, incompetence or quasi-incompetence by virtue of a court order, insolvency or bankruptcy, liquidation, being sued, or when the Company deems that it is appropriate for protection of the Client’s and the Company’s Interest, the Client agrees and consents the Company to sell or dispose the Securities or assets or any other right of the Client. And, the Client agrees and consents the Company to wholly or partially purchase securities in order to indemnify the Company for Securities completely sold, but not yet delivered to the Company. In this regard, Client grants all rights to the Company Pursuant to Section 828 of the Civil and Commercial Code.
 - 2.2.7 To open Securities Account and close Securities Account the client opened with the Company.
 - 2.2.8 To do any other act which is necessary or appropriate in the exercise of any of the powers granted in this Power of Attorney.
- 2.3 In the event that the Power of Attorney is invalid, both parties agree to force this Agreement, invalid as well. However, invalidity of this agreement shall not cause the parties’ existing right or liabilities occurring prior to such invalidity to be unenforceable.

3 Cash Account

- 3.1 The parties agree that when ordering a Purchase or sale of Securities, such order shall only be made by reference to the Securities name, category, type, quantity and price without specifying such Purchase or sale made for any particular individual or to any particular holder of the Securities so Purchased or sold or to any specific characteristic of the Securities. When the Company is required to accept or deliver Securities to the purchaser, seller or the Client, it shall use Securities of the same type and quantity.
- 3.2 The Company agrees that the Client may trade Securities through the Company under this Agreement within the Trading Amount stipulated by the company. The Company has the right to reduce or increase the foregoing Trading Amount as the Company deems appropriate without having to notify in advance or obtain prior consent from the Client; however, the Company shall inform the Client respectively of such alteration of Trading amount. In the event that the Company authorizes a Purchase and/or sale of Securities by the Client, which exceeds the Trading Amount, the Client agrees to accept the result of the Purchase and/or sale as mentioned pursuant to this Agreement in all respects as if such Purchase and/or sale had not exceeded the Trading Amount.
- 3.3 Before purchasing or selling any securities, the Client agrees to place assets, in accordance with the announcement of the office of the SEC, as collateral for the payment of the purchasing price or the selling price, the brokerage fee or other expenses related to securities trading from a cash account, at a rate announced by the SET according to the securities trading amount the client may purchase, but in any case not exceeding the Company's securities Trading Amount approved for the Client.
- 3.4 The Client agrees for the Company to manage the asset placed as collateral as follows;
- 3.4.1 In case the Client has placed cash as collateral: the Client agrees for the Company to hold such cash together with its interests and any other benefits occurred from such hold of the company as security for the payment of the purchasing price or the selling price, brokerage fee and other ancillary expenses. If the client is in default or payment or does not make payment of the purchasing price or the selling price, Brokerage fee and other ancillary expenses, the Client agrees for the company to use such collateral to settle the outstanding debt.
- 3.4.2 In case the Client has placed Securities or other assets stipulated by the SET as collateral: the Client agrees for the Company to hold such Securities or other assets as security for the payment of the purchasing price or the selling price, brokerage fee and other ancillary expenses until the Client has settled the outstanding debt in full to the Company and agree to pay the interest at the rate of 21% per annum. The exercise of the right under this clause shall not preclude the Company from demanding a penalty or to force the sale of the held Securities to settle the outstanding debt with the Company.
- 3.5 The Company regulates that the Client's Trading Amount of which may increase or decrease from time to time based on cash deposit and portfolio holding. In this respect, the Client's Trading Amount shall be the sum of cash available and market value of his/her stock holdings multiply by certain times of which applied and announced by the Company from time to time. Furthermore, the Client recognizes that such decrease or increase in Trading Amount shall be resulted by each purchase or sale order already placed with the company and agrees to be bound by all rules regulated in this agreement
- 3.6 The Client agrees to settle each security completely purchased with the Company together with brokerage fee and any additional expenses immediately or not later than 3 business days for securities in category of equity and not later than 2 business days for Securities in category of debt after the Purchase date of the Securities or in accordance with SET or the Company's announcement from time to time. The amount payable shall be the total amount, which appears in the Purchase invoice which is either the form used by the Company or a Purchase and sale agreement or any other form used by the SET on Purchase date. If the Client defaults in its payment as aforesaid, the Client agrees that the Company may:
- 3.6.1 Charge a penalty for the overdue amount at the rate which the Company prescribes and announces from time to time from the due date until the Company receives payment in full; and/or
- 3.6.2 Force sale the Securities of such Client, which are in possession of the Company (including the right to subscribe for Securities (if any) immediately without having to notify the Client in advance or taking into consideration whether such Securities and/or subscription rights being default or Securities and/or rights in Securities which the Client has deposited with or delivered to the Company for another purpose. The Client agrees to reimburse and indemnify the Company in full for any damages and expenses incurred in connection with the trading and forced sale of such Securities. The exercise of the right to force sale of Securities under this Sub-Clause 3.6.2 shall not preclude the Company from demanding a penalty under Sub-Clause 3.6.1 until the Company receives all overdue amount in full.
- 3.7 The Client agrees to deliver to the Company the sold Securities by 12.00 hr. of the next Business Day or in accordance with SET or the Company's announcement from time to time. If the Client fails to make such delivery on such date and time, the Company, without giving any advance notice to the Client, will purchase the Securities in the same amount to make delivery for the Client on the second Business Day after the sale date of Securities. The Client agrees to reimburse and indemnify the Company in full for any damages and expenses incurred by the Company in connection with the Purchase of such Securities on behalf of the Client.

- 3.8 In case the Client orders the Company to sell Securities purchased by the Client through the Company and the Client has not yet paid for such securities, nor paid the brokerage fee or any other expenses incurred by the Company, when the Company sells the Securities pursuant to such order, the Client shall pay for such Securities, the brokerage fee and any other expenses to the Company in full before the Company delivers any payment for the Securities sold to the Client. Depending on whether the transaction of sale and purchase of the Securities is a Net Settlement transaction or not, the Company will have the discretion to apply or refrain from not applying any set-off against the client in this case.
- 3.9 In the Case where the Company has made a forced sale of the Client's Securities pursuant to Sub-clause 3.6.2, the Client agrees to be bound by the forced sale of such Securities as if it is a sale made pursuant to the order of the Client himself. The Client also agrees that the Company may apply proceeds received from such sale (after deducting brokerage fee, taxes, stamp duty, any other expenses from the date on which the Company has purchased the Securities pursuant to the Client's order) set-off against debts and/or any Company deems appropriate without having to notify the Client in advance, the Company may apply cash, assets, Securities benefits, dividends or any other right related to the Securities or assets which the Company has received on behalf of the Client in the Company's possession to pay for all debts that the Client has with the Company. Company deems appropriate without having to notify the Client in advance, the Company may apply cash, assets, Securities benefits, dividends or any other right related to the Securities or assets which the Company has received on behalf of the Client in the Company's possession to pay for all debts that the Client has with the Company.
- 3.10 When selling securities or assets or any other rights of the Client pursuant to Sub-Clause 2.2.6 or 3.9 above, the Company has the right to do any that the Company deems appropriate through SET or sell in auction or sell to any person without having to notify the Client in advance. Furthermore, the Company is not required to lodge a complaint or advertise, or do other similar acts in addition. The Client agrees that the Company may use the proceeds from the sale of Securities to pay for any debts that the Client may have with the Company now or in the future regardless of whether such debt is due. The Company has the right to set-off against all debts of the Client as the Company deems appropriate and the Client agrees to repay in full all debts payable to the Company

4. Prepaid Account

- 4.1 In the event that the Client is desirous to open a Prepaid Account, the parties agree to comply in all respects with all relevant laws, rules, regulations and terms including but not limited to, rules and regulations of the Company currently in existence or as amended or to be implemented in the future.
- 4.2 The Client agrees to open a Prepaid Account and to trade in the Securities with the Company via any means, including but not limited to computer or other electronic means under terms and conditions hereof. The Client agrees to be bound by its Securities trading made in all respect including but not limited to Securities trading made via computer or other electronic means. The Company agrees to grant the Client to trade in Securities through the Prepaid Account under terms and conditions hereof.
- 4.2.1 The Client agrees to settle for the Securities purchased including brokerage fees, value added tax and all other costs and expenses to the Company and deliver the Securities sold though the Prepaid Account in accordance with terms and conditions hereof.
- 4.2.2 The Client agrees to maintain the Available Fund in the Prepaid Account for the purpose of Securities trading in accordance the terms and conditions hereof. The Available Fund shall be kept in separate bank accounts by making deposit with the commercial bank, other banks established by the sui generis law, or investing in the promissory note issued by the finance Company or the securities finance company, or investing in other means as specified by the Office and notified under Sub-Clause 7.3.1 (a)
- 4.2.3 The Client shall be entitled to receive interest on the Available Fund at the rate in accordance with the requirements as specified by the Company from time to time. The Interest will be accrued on the Available Fund in the Prepaid Account daily and calculated at end of each Business Day. In this respect, the sum of Available Fund shall not be less than the minimum amount as notified by the Company from the right to change the method of calculating and paying interest according to aforementioned requirement of which the Company time to time. The Company reserves deems appropriate without having to notify the Client in advance
- 4.2.4 The interest incurred in the Prepaid Account shall be posted into the respective Client's Prepaid Account at the end of last Business Day of the relevant month for calculation of the Available Fund.
- 4.2.5 The Client irrevocably and unconditionally authorizes the Company to withdraw the Available Fund in the Prepaid Account at any time to pay for all Indebtedness and all the other debts owned to the Company
- 4.2.6 Any withdrawal by the Client of the Available Fund shall be made only on presentation of written request in the form satisfactory to the Company. The Company agrees to transfer the outstanding Available Fund with accrued interest thereon after deduction of all Indebtedness to the Client within two Business Day or by procedures the Company shall announce from time to time upon

receipt of the written request for withdrawal. The Company reserves the rights to impose restrictions on the minimum and maximum amount of withdrawals of the Available Fund.

- 4.2.7 Upon submission of written request for withdrawal of the Available Fund, the Client agrees not to place any order to Securities trading in excess of the Trading Amount (after deduction of the withdrawal amount).
- 4.2.8 The Client agrees and undertakes to deposit or arrange to be deposited Securities in the Prepaid Account with the Company before the Client can place selling orders
- 4.2.9 The Client agrees to pay administration fees relating to the Prepaid Account and this Agreement at such rate and in accordance with the procedure as determined by the Company..
- 4.3 The parties agree in establishing the Trading Amount and placing order in Prepaid Account as follows:
 - 4.3.1 On the real time basis, the Trading Amount during the relevant Business Day shall be determined by the Available Fund adjusted by:
 - (a) Deducting all Securities purchase orders made regardless of whether such orders are executed or confirmed; and
 - (b) Adding only the Sale Proceeds in relation to Securities sale orders that are executed and confirmed by the Company
 - 4.3.2 The Client agrees and undertakes to deposit or arrange to be deposited with the Company the Available fund for determining the appropriate Trading Amount in the Prepaid Account before the Client can place purchasing orders.
 - 4.3.3 The Company at its sole discretion may adjust the Trading Amount of the Client at any time without the prior consent of the Client.
 - 4.3.4 The Client agrees not to give orders of Securities trading in excess of the Trading Amount as specified by the Company at any time
 - 4.3.5 In the event of any fact disclosed on the Trading Account resulting in the Client's placing orders in excess of the Trading Amount, the Client agrees that it shall be deemed that the Client accepts the Securities purchased and the price of the Securities purchased. The Client further agrees and undertakes to regularize the Trading Amount by the next Business Day, failing which the Company shall be entitled to rectify in whatever manners as the Company deems appropriate without having to notify the Client in advance and the Client agrees to reimburse and indemnify the Company in full for any damages and expenses incurred by the Company
 - 4.3.6 The Company shall be entitled to refuse to accept any order given by the Client in respect of the Prepaid Account which is in excess of the Trading Amount. The Company shall not be liable for any loss, damage, cost or expense suffered by the Client as a result of any such refusal and the Client agrees to waive any rights that the Client may have at law including the right to commence any proceedings against the Company.
 - 4.3.7 The Client agrees not to make any short sale order through the Prepaid Account. For the purpose of this sub-clause, short sale means the sale of Securities which is not deposited in the Prepaid Account by the Client at the time the selling order is placed.
 - 4.3.8 The Company at its discretion may take appropriate steps to cancel or reject any order if
 - (a) The purchase price and/or the number of Securities are not tendered in accordance with the procedure and requirements as specified by the Company and/or the Stock Exchange and/or the SEC; or
 - (b) any short sale order is placed; or
 - (c) any breach of terms of this Agreement
 - 4.3.9 The Client acknowledges that orders placed by the Client are automatically queued for placement when the relevant Stock Exchange opens on each Business Day and will be cancelled at the close of business of each Business Day. The Client may cancel the order placed via computer or other electronic means as provided by the Company. The Company reserves the right to accept cancellation by other means as the Company deems appropriate. In this respect, the Client agrees that order placed by the Client cannot be cancelled or changed after orders are completely executed and confirmed by the Company.
 - 4.3.10 The Company shall be entitled to confirm the order placed by the Client through computer or other electronic means or other means as the Company deems appropriate.
- 4.4 The parties agree that all trades in Securities through Prepaid Account shall be settled as follows:
 - 4.4.1 The Client agrees that all trades in Securities through the Prepaid Account are to be settled via adjustments to the Available Fund on due date as regulated by the Stock Exchange which currently require to settle both Purchasing Values and Sales Proceeds within 3 business days from trade date. The Client further agrees to be bound by any change in the settlement day, which may be from time to time determined by the Stock Exchange and/or the SEC.
 - 4.4.2 On the settlement date, the Client agrees that:
 - (a) the relevant Purchasing Value due for settlement shall be deducted from the Available Fund, and
 - (b) the Sales Proceeds due for settlement on that day shall be deposited into the Available Fund.
 - 4.4.3 For the avoidance of doubt, the Available Fund on each Business Day as referred to in Clause 4.4.1 above shall be the sum after adjustment made for settlements of the relevant Purchasing Value and Sales Proceeds due for settlement on that Business Day.

- 4.5 The parties agree to process all Securities in the Prepaid Account as follows:
- 4.5.1 The Client agrees and consents the Company settling off all securities held in the Prepaid Account against obligations in this agreement. The Client further agrees that the Company has right to set off all Securities in the Prepaid Account Against all Indebtedness and all other debt owed to the Company as the company deems appropriate without having to notify the Client in advance.
 - 4.5.2 The Client consents to the Company holding any Securities purchased through the Prepaid Account including any other right derived from the Securities purchased through the Prepaid Account.
 - 4.5.3 The Company reserves the right to specify the Securities which the Company shall allow the Client to purchase through the Prepaid Account from time to time.
 - 4.5.4 If the Company receives any dividend, interest, or any other benefits from the Securities held in the Prepaid Account, the Client agrees to deposit the benefits as Available Fund in the Prepaid Account on the relevant Trading day.
- 4.6 The parties agree to prepare and provide periodic statement as well as to review the statement as follows:
- 4.6.1 The Company agrees to prepare and provide periodic statements which shall contain at least the following:
 - (a) Outstanding Available Fund in the Prepaid Account;
 - (b) Securities held in the Prepaid Account;
 - (c) Trading Amount of the Client;
 - (d) Description of Securities trading transaction; and
 - (e) Description of payment and receipt in the Prepaid Account.
- The Company shall solely determine frequency and timing for such periodic statements from time to time by any means including but not limited to, through computer or other electronic means as the Company deemed appropriate.
- 4.6.2 The Client agrees and undertakes to review the statement carefully for accuracy and completeness and notify the Company promptly of any discrepancy between the Client's records and transactions detailed in the statements Each statement will be deemed accurate and conclusive and the Client agrees to be bound by it unless the Company receives written notice to the contrary from the Client within three days from the date of the relevant statement. However, the Company reserves the right to amend the statements if any statement is inaccurate..
- 4.7 The Client agrees and undertakes to execute an irrevocable instruction to the Company appointing and authorizing the Company and/or its representative to withdraw the Available Fund and apply the same against the Purchasing Value and/or for the purpose of the Prepaid
- 4.8 Upon request in writing by the Company and in order to perfect the purchase of the Securities or any transactions related to the Prepaid Account, the Client agrees and undertakes to provide any document and to do any act as necessary or required including but not limiting to the following:
- 4.8.1 execute (and arrange the relevant party to execute) any documents, agreements, power of attorney relating to the Prepaid Account and/or for this Agreement;
 - 4.8.2 consent and ratify all the acts done by the Company and its Representatives in relation to the Prepaid Account and/or this agreement; and
 - 4.8.3 arrange consent and/or ratification in relation to the Prepaid Account and this Agreement to be given by the relevant party.

5. Securities Trading Outside the SET

- 5.1 In case the Client is desirous to enter into securities trading agreement outside the SET, apart from compliance with the provisions of this Agreement, the parties also agree to comply, in full respects, with all relevant laws, rules, regulations and terms, including but not limited to rules and regulations of the Company currently in existence or as amended or to be implemented in the future. Any condition not stipulated under this clause, shall be according to other terms and conditions of this Agreement.
- 5.2 In case the Client orders the Company to sell Securities which are not in the possession of the Company, the Client hereby agrees for the Company to sell such Securities only after the Client has delivered the Securities, the Securities' transfer confirmation issued by the Registrar or the certificate representing the right in such Securities to the Company. The Client shall be liable for the debt and expenses incurred from the said proceeding.
- 5.3 In case the client orders the Company to purchase Securities, the Client agrees to settle the price of the Securities bought immediately, together with the brokerage fee and any additional expenses, or at least no later than 3 business days, except for non-resident Clients who need to transfer money inland, not later than 3 business days, from the Purchase date of the Securities or in accordance with the SEC or the Company's announcement from time to time. The amount payable shall be the total amount, which appears in the Purchase invoice which in either in the form used by the Company or in the sale and purchase agreement or any other evidence. If the Client defaults payment as aforesaid, the Client agrees that the Company may charge a penalty and force sale of securities under Sub-Clause 3.6 immediately

6. POEMS Service

- 6.1 Unless specifically indicated, otherwise, the Client is desirous to use the POEMS Service and agrees to comply in all respects with all relevant laws, rules, regulations and terms including but not limited to, rules and regulations of the Company currently in existence or as amended or to be implemented in the future.
- 6.2 The Company agrees to provide POEMS Service that enable the Client to:
- 6.2.1 Transmit Securities orders to the Company for execution via Computer and/or electronic means including but not limited to the internet and other telecommunications networks;
 - 6.2.2 Chat electronically with any other users of POEMS Service;
 - 6.2.3 Be engaged in any other activities and services as the Company may include as part of POEMS Services from time to time; and
 - 6.2.4 Have access to key market indicators, real-time quotes as well as information on the Cash Account, the Prepaid Account and/or any other accounts, which the Company may from time to time add on or deleted from. In terms of technical data, POEMS Service provides source information, analyses and commentaries on Securities, as determined by the Company.
- 6.3 The Client agrees to abide by the procedures and instruction set out in the User Guide in respect of POEMS Service, which the Client wishes to access or avail of.
- 6.4 All orders placed via POEMS Services in relation to any Account with the Company are also subject to the same terms and conditions governing the maintenance and operation of that Account generally.
- 6.5 The Company is authorized by the Client to debit the Prepaid Account and/or any other accounts, which the Company may from time to time add on or delete from as the Company thinks appropriate for all costs and expenses incurred in the use of POEMS Services without having to notify the Client in advance.
- 6.6 Upon acceptance by the Company, the Client will be given a PIN or Password, which must be entered into by the Client each time the Client places an order to use POEMS Services. The Client shall be responsible for the confidentiality and use of the PIN or Password and for all transaction initiated through POEMS Services. Any order placed to the Company under this clause shall be considered to have been sent and authorized by the Client and the Client agrees to notify the Company promptly if the Client is aware of any loss, theft or unauthorized use of the PIN or Password and of any failure to receive any message or to place order via computer or electronic means as provided by the Company.
- The Client must at all times ensure that the integrity and the security of POEMS Services is preserved and maintained. Accordingly, the Client must ensure that there is no unauthorized use of the Client's PIN or Password. The Client will forthwith on being aware of any unauthorized access or theft of the PIN or Password notify the Company and provide such particulars as the Company may require. The Client is solely responsible to ensure that none of the events as mentioned in this clause occurs, but if any of them does occur the Client shall indemnify the Company for any loss and damage that the Company may suffer as a consequence of such unauthorized access and use.
- 6.7 In requesting the Company to commence providing POEMS Services, the Client accepts and acknowledges the fact that all Intellectual Property rights (whether by way of copyright or otherwise) in the information and reports available from and generated on POEMS Services as well as POEMS Services itself vest solely and will remain the exclusive property of the Company. The Client, therefore, agrees not to do anything that will violate or infringe the Company's Intellectual Property Rights and will take all necessary measures to preserve and protect these rights.
- 6.8 It is understood that neither the POEMS Services nor the information provided in the POEMS Services constitute a solicitation or an offer by the Company to purchase or sell the Securities or an investment advise.
- 6.9 The Company makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use or purpose in relation to the information furnished under POEMS Services, including but not limited to investment advise and/or access to information or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.
- 6.10 The Client agrees to permit the Company and/or the SEC and/or the SET to have access to the Client's terminal as the Company and/or the SEC and/or the SET may request and to cooperate in answering any of their queries in relation to any aspect of POEMS Services.
- 6.11 The Client agrees and undertakes
- 6.11.1 Not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial Benefit or otherwise) the information and/or reports obtained from or through POEMS Services in any manner whatsoever without the express written consent of the Company and not to use the information for any wrongful or illegal purpose.
 - 6.11.2 To notify the Company forthwith of any failure to receive an appropriate response and/or confirmation that orders have been received and/or executed.

6.12 The Client agrees to pay administration fees relating to the POEMS services and this Agreement at such rate and in accordance with the procedure as determined by the Company.

7. Custodianship

- 7.1 The Company agrees and undertakes to segregate and record the Clients' Property under the Company's custody deposited for the purpose of purchasing and selling securities. The Company shall segregate and remain the Client's Property in the Custodianship at the Company's or the third party's place, which is strong and secure. In the event that the Client's Property is kept at the third party's place, the Company shall clearly inform the third party that the Property is the Client's Property. In the event that the Client's property is lost or damaged due to the negligence of the Company, the Company will take full responsibility to the client's property in the amount but not exceed the actual damage that incurred from the portion that the Company has to be responsible.
- 7.2 The Client agrees and authorizes the Company to fully manage or handle the Client's Property. The Client acknowledges and realizes that the Company may proceed to deposit that money in accordance with Relevant Regulations. If the Company faces financial difficulties, such Client's money deposited with the Company will not fall within the scope of protection for the Deposit Protection Agency (DPA) .
- 7.3 The Company agrees that the Company shall segregate the Client's Property in order to take into its custody under regulation of the Office. The following undertakings shall be deemed as the segregation of the properties in accordance with the above Paragraph:
- 7.3.1 cash:
- (a) segregate by making deposit with the commercial bank, other banks established by the sui generis law, or investing in other means in accordance with SEC's rules and regulations. In case where the deposit in accordance with the first paragraph will be repaid upon the due date, the Company must not have the restriction on pre-redemption;
 - (b) segregate by keeping in its custody which shall be identified without any doubt that such amount is of the Client;
- 7.3.2 securities:
- (a) segregate by depositing with the Securities Depository Center or the Bank of Thailand;
 - (b) segregate by keeping in its custody, which shall be identified without any doubt that such amount is of the Client
- 7.3.3 other properties: segregate by keeping in its custody which shall be identified without any doubt that such amount is of the Client.
- 7.4 The Company shall take the custody of the Client's Property by itself. The Company shall not appoint any persons as its agent to take custody of the Client's Property. The provision of the first paragraph shall not include the case where the Company complies with the provision of sub-clause 7.3.1(a) or 7.3.2 (a).
- 7.5 According to the provision of sub-clause 7.3.1 (a), the Client gives the consent to the Company to invest and or deposit the Client's Property with the financial institutions which directly or indirectly related to the Company as the parent, subsidiary, or associated company. In this regard, this Agreement shall be deemed as a written consent to such investment.
- 7.6 The Company shall not perform any act to create, alter, transfer, reserve, or extinct the Client's right in the Property without or not complied with the order or consent of the Client or the person authorized to order on the Client's behalf.
- 7.7 In the event that the Client have right to attend any meeting of the securities' holders occurring from the Client's ownership of the Property under the Company's custody, the Company may present as the Client's proxy for attending to the meeting or voting on behalf of the Client only if:-
- 7.7.1 the proxy shall not be persuaded or directed by the Company,
 - 7.7.2 the written proxy appointed for a specific event, and
 - 7.7.3 the proxy must be specifically defined what the Client appoints the proxy to vote for each issue in the meeting.
- 7.8 The Company shall submit to the Client the statement showing all Client's property at least once a month except the month where the Client does not have any transaction causing the movement or the change in the Property in the Company's custody. In case where the Client does not have the transaction for six months consecutively, the Company shall submit the statement to the Client at least once for six months
- 7.9 The Company agrees to pay the Client for profit or return from the Client's Property kept in the Company's custody and being deposited in the account or any other investment as follows:
- 7.9.1 The Company agrees to pay for the profit or return from the Client's Property kept in the Company's Custody and being deposited in the account or any other investment at the rate not in excess of which the Company received from the Bank or finance Institution.
- 7.10 The Client agrees to pay the Company for the custodial fee as follows:
- 7.10.1 The Client agrees to pay for the custodial fee at the rate already announced by the Company from time to time.
 - 7.10.2 The Client agrees to make the payment by ten days of next month or the date announced by the Company from time to time.
- 7.11 The Client agrees to comply all regulations and procedures regarding any depository or withdrawal of the Client's Property with or from the Company, the regulation and procedure of the Company in taking custody of the Client's Property, as well as regulation and

procedure Regarding the relevant fees formerly employed or shall be employed under this agreement. In case where the regulation and procedure shall be significantly changed, the Company shall promptly notify the Client of such change.

8. Member of the Securities Depository Center

The Client agrees that the Company may become a member of the Securities Depository Center of the SET and use any services provided by the Securities Depository Center with regard to the Client's Securities. The Client agrees further that the Company shall comply in all respects with the rules, conditions, procedures and practices of the SET, which are applicable to the Securities Depository Center, such as allowing the Company to disclose the name, address and any other details about the Client to the SET.

9. Liability

- 9.1 The parties agree that when making the Purchase or sale of Securities for the Client under this Agreement, the Company shall not be liable in any way to the Client in the event that the Company is unable entirely or partially to Purchase or sell the Securities pursuant to the order of the Client.
- 9.2 The Company shall not be liable for any loss, liability, claim, action, damages, or expense arising out of or in connection with its performance or failure to perform any of its obligations under this Agreement unless those caused by its own negligence or willful default.
- 9.3 None of the Company or its Representative shall be liable to the Client for any loss or damage arising directly or indirectly from the Client's use or reliance on the information and/or reports accessed from POEMS Services. Neither is the Company nor its Representative responsible should the client fail to gain access to POEMS Services for any reason. None of the Company, its Representative (excepts for fraud directly attributable to the Company) is to have any liability for the Client suffering any prejudice, loss or damage by reason of the information and/or reports being accessed by the Client being incomplete, inaccurate or corrupted.
- 9.4 The Client agrees not to complain, demand, sue or commence any proceedings against the Company for any damages that the Client incurred as a result of an act or omission to act or a mistake made by the SET or any other person beyond the control of the Company such as damages incurred due to late delivery of Securities certificates.
- 9.5 In event that personnel of the Company is sought by the Client to assist in performing the Client's obligations under this Agreement, including but not limited to the delivering to or receiving from the Company of payments for Purchase of Securities, receipt for sales of Securities, Securities certificates, Invoices and any other relevant task performed on behalf of the Client etc., the Client further agrees that any losses or damages resulted thereof are solely Client's, for which the Client agrees not to complain, demand, sue or commence any proceedings against the Company.

10. Notice

Any correspondence, notice, or other writing sent to the Client whether registered or not, whether by hand or electronic means, if sent to the Client's address as given to the Company in writing shall be deemed to be duly sent, irrespective of whether such notice shall have been received or whether the same is unable to reach the Client due to any change or removal of the Client without notification of such change or removal to the Company in writing or in case the address is not found. The Client agrees to be bound with the intention appeared in such correspondence, notice or writing.

11. Waiver

In the case where the Company waives any performance by the Client under this Agreement or refrains from exercising the right to terminate this Agreement, it shall be deemed that such waiver or non-exercise is for such incident only

12. Indemnification

- 12.1 The Client agrees to be liable for all damages that the Company may incur as a result of or in connection with this Agreement or as a result of any action or omission to act by the Client or the Client's Representative. The indemnity shall include any damages that the Company may incur as a result of a demand or lawsuit brought by other persons causing the Company to be liable under this Agreement a which is not result of any act, omission to act or fault of the Company.
- 12.2 The Client must indemnify the Company and hold the Company harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to professional fees on a full indemnity basis) arising or which may arise out of the Client's breach or violation of these terms or any statements comments, or remarks made by the Client using POEMS Services or any third party rights, including but not limited to violation of any proprietary or Intellectual Property Rights.
- 12.3 Provision of sub- clause 12.1 and 12.2 shall be applied for enforcement of performance of any of the terms hereof. This obligation to indemnify the Company shall survive the termination of this Agreement.

13. Termination

- 13.1 This Agreement has no expiration date. Either party may terminate this Agreement at any time by notifying the other party in writing seven days in advance.
- 13.2 Notwithstanding Sub-Clause 13.1, termination of this Agreement shall be valid if terminating party performs under terms and condition as follows
- 13.2.1 The Client shall be entitled to terminate this Agreement at any time by giving prior written notice to the Company by not less than thirty days provided that all Indebtedness shall be made in Full by the Client.
- 13.2.2 The Client agrees that the Company may, at its own discretion, close the Trading Account without having to notify the Client in advance if the Client has no undertaken any Securities trading transaction with the Company for a period of one year.
- 13.3 Notwithstanding Sub-Clause 13.1, the Company may at anytime, in its sole discretion terminate and/or suspend without notice and for any reason whatsoever, the Client's right of access to and/or use of any of POEMS Services. In the event of such termination and/or suspension, the Client agrees and consents that Company shall not be liable for any claim, liability or loss including without limitation anticipated profit, which may be suffered by the Client.
- 13.4 In the event that the Company terminates this Agreement, the Company shall send a written notice to the Client. All Indebtedness including but not limited to interests and expenses in relation to purchase of the Securities in the Trading Account shall be made in full by the Client within seven days from the date of the notice.
- 13.5 The parties agree and undertake that termination of this Agreement shall not affect the right and duties of the parties, which occur before the termination of this Agreement takes effect.
- 13.6 The Client irrevocably agrees not to terminate or revoke the authority that the Client has given to the Company pursuant to the Power of Attorney set forth in Clause 2 of this Agreement unless this Agreement is terminated pursuant to Clause 13.

14. Entire Agreement

In the case where any term of this Agreement violates any law or is unenforceable or void at law, both parties agree that the provisions, which are not illegal or unenforceable or void, shall be valid and enforceable.

15. Alteration

In the case where there is an issue, amendment, change of law, notifications, regulations or conditions of the Office of the SEC, the SET, a government agency and any other authority which would affect the terms of this Agreement, the Client agrees that the Company may amend or add to this Agreement so that it will comply with such laws, notifications, regulations or conditions.

The Company will notify any change to the Client and the Client agrees to comply strictly with such changes. However, the Company reserves the right to amend or add any conditions to this Agreement as the Company deems appropriate without having to obtain prior consent from the Client. The Company shall notify such change to the Client and the Client agrees to comply strictly with the conditions that the Company has amended

16. Assignment

The Company may, at any time, assign, transfer, pledge or create any encumbrance in any way whatsoever any of its rights, benefits, obligations hereunder to a third party, without having to notify the Client in advance and receiving any prior consents.

17. Governing Law and Legal Disputes

This Agreement shall be governed by the Laws of the kingdom of Thailand. In case of legal disputes between the Company and the Client arising from or relating to the Securities Trading under this Agreement, at the requests of the Client, the Company agrees to solve the legal disputes by submitting a complaint to the Office of the SEC in order for such legal dispute to be settled by the Arbitration in accordance with the criteria and procedures as prescribed under Relevant Regulations.

18. Risk Disclosure Statement

- 18.1 The Client realizes and acknowledges reasons and results of risk during the Company's services in purchasing and selling Securities engaged in or outside the Stock Exchange. Meanwhile, the Client agrees to take the ultimate precaution for his/her authorization to the Company's services in this matter
- 18.2 The Client acknowledges that the authorization to the Company in purchasing, selling, exchanging, or in any method of transferring or leaving the Client's Property in the Company's custodianship may cause volatility including but not limited to chance in connection with appreciation of the Property's value as well as risk of the Property's depreciation or worthlessness.

- 18.3 The Client acknowledges that value of the securities, assets, cash, or collateral under the Company's custody during its services to the Client shall not be guaranteed or protected by the Deposit Protection Agency (DPA) as the result that the Client's Property shall be segregated from the Company's properties. In this sense, risk depends upon volatile of economic conditions or other circumstances that may cause appreciation, depreciation, or worthlessness to the Property.
- 18.4 The Client acknowledges that any transaction he/she allowed the Company to perform is governed by taxation law. This may provide risk to the Client's investment. In this regard, the Client shall seek for assistance from his/her own specific experts in order to minimize such risk,
- 18.5 The Client acknowledges that authorization to the other or being authorized by the other of holding securities for foreigners in an organization governing by rules of limitation of foreign shares may fall under a specific law providing criminal penalties over the offenders of such convictions. The Company does not assist the Client to engage in or stipulate for such matter.
- 18.6 The Client acknowledges various types of risks in connection with the Prepaid Account and this Agreement including but not limited to fluctuation of the Stock Exchange Index, the value of Securities, and any risks which may arise due to any amendments in Laws, notifications, rules, and regulations, and acknowledges that entering into this Agreement shall be deemed to be an acknowledgement of all risks relating thereto.
- 18.7 Orders placed via computer or other electronic means under this Agreement are placed at the Client's sole risk. The Client agrees to check and ensure that such orders have been properly received and accepted by the Company and acknowledges that the use of computer or other electronic means for placement of orders also implies full responsibility that no unauthorized person will have the right to access and use computer or other electronic means via the PIN or Password.
- 18.8 The Client acknowledges that this statement is unable to disclose all of the reasons and results of the risks associated with; however, the Client agrees to utilize his/her utmost precaution to diminish or to minimize such risks by himself/herself.

Both parties have understood the terms and conditions of this agreement and signed their name in front of the witnesses

Company's Seal
(Only for Corporate Client)

Signed X _____ Client
()

Signed _____ Company
()
Phillip Securities (Thailand) Public Company Limited

Signed _____ Witness
()

Signed _____ Witness
()

การลงทุนในหลักทรัพย์ต่างประเทศ

โดยผ่านบริษัทหลักทรัพย์

Global Stocks Trading

☐ New Customer

☐ Existing Customer

Account No.

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Customer
Name

Mr. Miss Mrs. Co.,Ltd Plc. Partnership

Email
Address

Email address for the purpose of receiving e-Documents

Do you intend to invest in US stock markets?

☐

No

☐

Yes, please complete the form W-BEN

Addendum Global Stocks trading Agreement & Risk Disclosure Statement for Global Stocks Trading

This agreement is made at Phillip Securities (Thailand) PCL.

This agreement is made on _____ as an addendum to the Global Stocks Trading Agreement made between Phillip Securities (Thailand) Public Company Limited (the "Company"). With _____ (the "Client").

Whereas, the Client wishes to appoint the Company to be his broker for the purpose of trading global stocks under, but not limited to, the following terms and conditions:-

General Condition:

1. The Client agrees that the Client's Global Stocks Investment must approved by the Bank of Thailand(BOT) and the credit line of the account must be approved by the securities Exchange Commission of Thailand (SEC) before trading can commence.
2. The Client agrees to deposit money into the Company's bank account before any order can be submitted. The Client further agrees that it is at the Company's direction to pay any interest to the Client for any balance in the Client's account in Thailand, and the Client will receive no interest at all for any cash balance in the Client's account global stocks markets.
3. The Client agrees for the Company to appoint foreign brokers in the respective jurisdictions for the execution of the Client's orders with respect to securities traded in those jurisdictions. The Client also agrees for the Company to appoint a global custodian for the safe keeping of the Client's assets outside Thailand. The Company can change the custodian and /or foreign brokers if the company sees fit without notifying the client. The Client shall indemnify the Company for all fees, commission, expenses or any other charges that the Company may incur in respect of such safe keeping. The Client agrees to release any information regarding investment in foreign securities to the foreign brokers for beneficial purposes.
4. The Client shall grant the Company absolute discretion, to appoint the bank or financial institution to facilitate the remittances and any currency exchanges. The Client agrees to pay for the remittance fee and any other charges associated with each remittance payment initiated or requested under the remittance facility and that such payment may be deducted from the Client's deposit balance with the Company.
5. The Client agrees that all monies received by the Company outside of Thailand on behalf of the Client shall be held in a multi-currency trust account with the appointed banks or financial institution. If, in order to settle a transaction, any of the currency ledgers runs into deficit, the Company shall conduct automatic currency conversion in order to complete the settlement.
6. The Client agrees that should the Client have insufficient funds to settle any securities purchase contract by the due date, the Company has the right to force sell any or all of the securities under that contract in order to complete the settlement. The Company shall not be liable to the Client for any loss thus suffered. In the case the Client has no securities or insufficient securities to cover the settlement, the Client agrees to transfer to the Company, monies, including any penalty charge of delay settlement, remittance fee and any other charge, once notice is received.
7. The Client agrees and consents for the Company to report all information related to the Client's Global Stocks Trading account and transactions to the SEC and the BOT in accordance with the guidelines for such reporting provided by the SEC and the BOT.
8. The Client acknowledges and agrees at all times to observe and comply with all the Rules and Regulations prescribed by SEC in accordance with these terms and conditions :
 - 8.1 The Client shall not be entitled to transfer funds or securities that are being held on securities accounts opened with the Company for the purpose of investing in global stocks markets account (the Client's global stocks trading account) to other securities accounts opened in overseas except to the Client's account opened with other Thai securities companies or the Client's own private fund account opened with and managed by the Company or other Thai securities companies.
 - 8.2 The Client's global stocks investment is subject to the permission of the BOT, the exchange control officer under the Thai exchange control laws and/or other relevant authorities(if any) from time to time.
 - 8.3 The Client confirms that all monies used for the investment global stocks market through the Company are the Client's own funds and is not borrowed money
 - 8.4 The Company will collect all the Client's monies from sales proceeds, interest and any other incomes derived from the Client's global stocks investment in the Client's global stocks account. The Client is responsible for all fees incurred and for any taxes assessable upon repatriating such monies into Thailand and shall submit any income declaration forms to calculate the amount tax.
 - 8.5 The investment in global stocks shall be subject to Thai law and any amendment thereof that is enforced from time to time.
9. The Client understand and acknowledges that Global Stocks Trading is recognized by the Revenue Department as Over-the -counter trading (OTC). The Client further agrees to be responsible for declaring personal and/or corporate income tax in accordance with the rules and regulations of the Revenue Department.
10. The Client agrees to declare to the Company any foreign currency hedging transactions that the Client has arranged.
11. The Client acknowledges and consents that any securities belonging to the Client and held by the Company and its Nominees may for any reason whatsoever be held collectively with other securities held for other clients of the Company on an omnibus basis. Accordingly, the Client's entitlements may not be identifiable by separate certificates, physical documents of title or other equivalent electronic records. This may in some instances result in prejudice to the Client and the Client consent to this. Nevertheless, the securities held by the Company or its Nominees for the Company itself shall be segregated at all times from the securities of the Client.

Electronic Document

12. Obligations and law enforcement of this addendum agreement is under Electronic Transactions Act B.E.2544 including , but not limited to future amendments or additional law and regulations relating to electronic documents and transactions that may come into force in the future.
13. "Data Message" means information generated, sent, received, stored or processed by electronic means, such as electronic data interchange, electronic mail, telegram, telex or facsimile.
14. "Information and Documents" under this E-Document Services shall cover, but not limited to the following information. Trading Confirmations, Settlement Invoice, Tax Receipt, Monthly Statements, letters and notices from the Company.
15. The Client agrees and consents to the receipt of contract notes and statements of global stocks trading account from the Company in the form of an electronic document via the email address registered with the Company.

16. The Client agrees to inform the Company promptly via the "E-Document Setting" function inside POEMS or in writing when his e-mail address as registered with the Company becomes invalid or changed to a new address.
17. The Client acknowledges that he can make written request for hard copy documentation from the Company from time to time in writing and the Client agrees to pay any charge incurred from this request to the Company.
18. The Client understands the terms and conditions of using E-Document service and the related risks that may incur, causing damage including but not limited to, the lost of data during electronic transmission, transmittal delay by uncontrollable system failure, or unauthorized hacking of the information by external person unknown to the Company. The Client accepts such risks and agrees not to hold to the Company accountable for damage that may incur from such uncontrollable events. By offering this E-Document service, the Company does not guarantee that it can prevent such risk from occurring.
19. The Client acknowledges and agrees that he is responsible to verify the accuracy of information received electronically. If the Client fails to communicate to the Company of any incorrect information and/or inaccurate data received within 3 business days, such failure shall be deemed as agreeing and accepting the content and all information shown in the documents submitted electronically by the Company to the registered emails address and the Company has discharged its brokerage duties in full.
20. **Risk Disclosure Statement for Global Stocks Trading**

Investment in foreign Securities involves risks. Prospective investors could lose some or all of their investment. Prior to making a decision to invest, prospective investors should carefully review and consider the following information contained in this risk disclose statement, which describes the material risks that could materially affect the investment. This risk disclosure statement is not meant to be all-inclusive; rather, it is intended to highlight certain of significant factors and special risk relating to the investment in the foreign Securities. Therefore there may be other risks that are unknown while other risks that are unknown while other risks, currently believed to be immaterial, could turn out to be material.

You should no construe this risk disclosure statement as business, legal, tax or accounting advice. You should consult your relevant advisers with respect to the investment in foreign securities and you should refrain from entering into the investment in foreign securities unless you have fully understood the associated risks and have independently determined that the investment in foreign securities is appropriate for you.

20.1 Overall Investment Risk : All securities investment risks the loss of capital. Many unforeseeable events, including actions by various government agencies and domestic and international political and economic events and other events of Force majeure, such as acts of god, and certain other events beyond reasonable control (e.g. war, riot, urban unrest, terrorism), many cause sharp market and price fluctuations.

20.2 Market Risk /Volatility Risk : The foreign securities market or center (the "Exchange") on which the securities to be invested in are traded or listed may be in jurisdiction which may have political, economic, legal, and regulatory conditions that differ in certain significant aspect from those prevailing in Thailand. In addition, such exchange may, in its sole discretion, suspend or limit its securities trading from time to time. Changes or fluctuations in or downturn or occurrence of those conditions prevailing from time to time may have an adverse effect upon the trading volume and price of securities.

Further to the above which are internal factor, trading volume and price of the securities may also be affected by other factors, which are those relating to the securities themselves or by external factor such as war, global or regional economic and/or financial crisis, etc. Changes in these factors may also have an impact upon the trading volume and price of the securities.

Moreover, in the case that the Securities are derivative instruments, the price fluctuation of such derivative instruments may require the investors to make and additional payment or undertake any action in addition to the original investment amount of the derivative instruments. This is to ensure that it will cover, among other things, the initial margin or the performance of an obligation under the derivative instruments or loss derived from the investment in the derivative instruments.

20.3 Settlement Risk : Investment in foreign securities involves the execution, delivery and clearing of the transactions on a foreign Exchange in which laws or regulations will vary depending on the relevant Exchange in which the transaction occurs, and the investors who engages in the transaction may not be afforded certain of the protections which apply to domestic transactions. The settlements and delivery systems of the Securities and/or the underlying goods in such Exchange may be less developed or less standardized and, in some cases, reliable. Furthermore, fees to be charged for the settlement and delivery of the Securities and/or underlying goods in foreign Exchange may be higher than those of Thailand or than expected. Also, due to the fact that the clearing or settlement and delivery system of the Securities and/or the underlying goods between Thailand and some or all of the other countries or Exchanges are not linked to each other or systematically arranged, the settlement process may take a longer time than expected. These factors may give rise to increased risk, including risks of fraud, delivery failure, or settlement confusion over precise payment and repayment and delivery terms and mechanism, and other factors which may result in loss, loss of opportunities, delays and added operational and legal costs.

20.4 Regulatory Risk : Since the investments will be in Securities of entitles domiciled in or with offices, facilities, personnel and/or in foreign countries and/or in Securities with the underlying goods located in foreign countries which are subjected to various laws and regulations, investments in those or certain countries may be restricted or controlled to varying degrees by relevant local laws or regulations. These restrictions or controls may include, but not be limited to, governmental or third party approval prior to an investment: limitation of investment by foreign investor in certain business: requirement for governmental approval for the repatriation of investment income, capital or proceeds of sales of Securities by foreign investors: or tax imposed on or relating to the investment in securities by foreign investors. Moreover, certain laws and regulations in those countries may have an ambiguity in interpretation and may be subject to the interpretation of a local authority which may interpret those laws or regulations not to be in favour of the investors. Also, each country will, from time to time, enact new laws or regulations, and there is always an uncertainty as to the scope and content of such new laws and regulations. These matters may have an adverse effect upon the investment.

In addition to the restrictions and controls as mentioned above, certain countries may have limited or less protection with respect to the investors' rights as the holders of the securities, including rights to the lawsuit and enforceability of judgement. The efficacy of the judicial systems in each country varies, and the investors may have difficulties in successfully pursuing claims in the courts of such jurisdiction. Moreover, to the extent the investors may obtain a judgment but is required to seek its enforcement in the courts of one of the countries in which the investor invests or of the issuing entity, there can be no assurance that such courts will enforce such judgment.

20.5 Liquidity Risk : Even where the investor invests in publicly-listed securities, the Exchanges of some countries may be small and illiquid, or invest in non-listed securities may not have adequate liquidity. In addition, the liquidity of the securities may be affected by other factors including , but not limited to, the nature of the securities, the purchase and sale conditions such securities e.g. Minimum purchase and sale amount, internal and/or external factors of the country where the Exchanges is located, Reduced liquidity may reduce the investors' ability to purchase or dispose of the securities or to take any relevant action, or make it difficult to purchase or sell specific securities at a favourable or desirable price or in a sufficient quantity to meet the investment objectives of the investor.

- 20.6 Currency Risk :** As the investments in the foreign securities and/or any action relating to the investment in the securities will be settled and denominated in foreign currencies, return on the investments and/or any action with respect to the investment may be significantly influenced by currency risk. The investor is subject to the risk that investment settled and denominated in currencies other than Thai Baht may change in value in relation to the Thai Baht, possibly for protracted periods of time, or permanently. If any devaluation occurs in any currency in which the investors have invested, the investors may suffer losses.
- 20.7 Credit Risk :** Investor may be exposed to the credit risk of the counterparty, including the issue of the purchased securities (whether in exchanged-trade or off-exchange transactions). Investors may be subject to risk of loss in the event of such counterparty's or the issuer's bankruptcy or insolvency or inability or unwillingness to perform its obligation, including the obligation to return the capital or redeem the invested securities.
- 20.8 Execution Risk :** We, Phillip Securities (Thailand) Public Company Limited (the "Company"), acting as a broker for the purchase, sale and/or investment in the securities, may, on certain occasions, not be able to execute the purchase or sale or to undertake any action relating to the securities in accordance with investors' instruction. These occasions include, among other things, a situation where the market conditions are not favourable, the order cannot be matched, the laws and regulations of the Exchange or other competent authorities in those countries impose limitation, etc. As result, the investors may incur loss or risk from such investment.
- 20.9 Risk relating to the investor's own Investment :** Each decision by the investor to invest in the securities is his/her own independent decision. The company is not acting as an advisor or serving as a fiduciary to the investors. Before making a decision to invest, the investors have to confirmed that they have carefully studied the prospectus and considered all information relating to the status, business, financial condition and operation of the company/entity issuing the securities, including the underlying asset of or other information relating to the Securities in which the investors will invest, and other relevant factors relating to the investment such as political, economics, legal and regulatory conditions of the relevant countries, as well as market conditions, demand, supply and price of underlying goods of the Securities. As a result, the investors bears all risks from the investment and we have no fiduciary duty to the investors and no liability in connection with and are not responsible for any liabilities, claims, damages, losses, costs and expenses arising from such investment.

ACKNOWLEDGEMENT : I (we), the undersigned, have carefully read and understood this entire risk disclosure statement, and affirm that I (we) am/are able and willing to assume the risks described herein above.

Sign x The Client
()

Date

Sign The Company
Phillip Securities (Thailand) Public Company Limited

Date

Sign Witness
()

Date

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For use by individuals. Entities must use Form W-8BEN-E.
- Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	6 Foreign tax identifying number (see instructions)
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)