



- Head office
- Branch.....
- Marketing ID.....
- Customer ID.....

Intermediary name : Phillip Securities (Thailand)Public Company Limited Account No.....

Date (A.D.) _ / _ / _

1. Individual Investor Information - For Account Opening

ID Type * ID Card. No

Expiry Date: (A.D.) _ / _ / _ Not Expired

Alien Registration Card No

Expiry Date: (A.D.) _ / _ / _

Passport. No.....

Expiry Date: (A.D.) _ / _ / _

Issuing Country

Title* Mr. Mrs. Miss Other.....

Name - Surname (English)*

Date of Birth (A.D.) _ / _ / _

Nationality*

Marital Status* Single Married

Spouse Information Name - Surname (English).....

Contact Information

Mobile Phone* Home Telephone

Fax E-mail

Address as specified in the identification document*

Address No..... Moo No. Building/Mooban

Room No. Floor. Soi. Road.

Sub-district/TambonDistrict/Amphur

Province Postal Code. Country

Current *Address

Same as Address as specified in the identification document Other (Please specify below)

Address No..... Moo No. Building/Mooban

Room No. Floor. Soi. Road.

Sub-district/TambonDistrict/Amphur

Province Postal Code. Country



1. Individual Investor Information - For Account Opening

Occupation*

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Agriculturist | <input type="checkbox"/> Investor | <input type="checkbox"/> Housewife |
| <input type="checkbox"/> Student | <input type="checkbox"/> Buddhist Monk / Pries | <input type="checkbox"/> Retirement |

If you choose the following occupations, Please also specify workplace address

- | | | |
|---|---|--|
| <input type="checkbox"/> State Enterprise Employee | <input type="checkbox"/> Corporate Employee | <input type="checkbox"/> Family Business |
| <input type="checkbox"/> Doctor / Nurse | <input type="checkbox"/> Teacher | <input type="checkbox"/> Politician |
| <input type="checkbox"/> Government Employee | <input type="checkbox"/> Business Owner | <input type="checkbox"/> Self-Employed |
| <input type="checkbox"/> Other (Please specify) | | |

Business Type

If you choose the Self-Employed, Business Owner, Family Business or Other

- | | |
|--|--|
| <input type="checkbox"/> Antique Trading | <input type="checkbox"/> Armament |
| <input type="checkbox"/> Casino / Gambling | |
| <input type="checkbox"/> Co-operative/Foundation/Association/Club/Temple/Mosque/Shrine | |
| <input type="checkbox"/> Domestic or International Money Transfer | <input type="checkbox"/> Entertainment Business |
| <input type="checkbox"/> Financial Service / Banking | <input type="checkbox"/> Foreign Currency Exchange |
| <input type="checkbox"/> Hotel / Restaurant | <input type="checkbox"/> Insurance / Assurance |
| <input type="checkbox"/> Jewelry / Gold Trading | <input type="checkbox"/> Property / Real Estate |
| <input type="checkbox"/> Foreign Worker Employment Agency | <input type="checkbox"/> Travel Industry / Travel Agency |
| <input type="checkbox"/> University / School / Education Center | |
| <input type="checkbox"/> Other (Please specify) | |

Workplace Address

Company name

Address No..... Moo No. Building/Mooban

Room No. Floor. Soi. Road.

Sub-district/TambonDistrict/Amphur

Province Postal Code. Country

Position Tel.(office) Ext.

Country's Source of income / Investment* Fund

- Thailand Other countries (Please specify)

Source of Income*(You can select more than 1 item)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Salary | <input type="checkbox"/> Inheritance |
| <input type="checkbox"/> Savings | <input type="checkbox"/> Investment |
| <input type="checkbox"/> Retirement Fund | <input type="checkbox"/> Own Business |
| <input type="checkbox"/> Other (Please specify) | |



1. Individual Investor Information - For Account Opening

Monthly Income (Baht)*

- | | |
|--|---|
| <input type="checkbox"/> 0 - 15,000 | <input type="checkbox"/> 500,001 - 1,000,000 |
| <input type="checkbox"/> 15,0001 - 30,000 | <input type="checkbox"/> 1,000,001 - 4,000,000 |
| <input type="checkbox"/> 30,001 - 50,000 | <input type="checkbox"/> 4,000,001 - 10,000,000 |
| <input type="checkbox"/> 50,001 - 100,000 | <input type="checkbox"/> > 10,000,000 |
| <input type="checkbox"/> 100,001 - 500,000 | |

Asset Value (Please specify) Baht

(Assets include deposits, direct investments in securities or derivatives, net assets (not including residential real estate))

Are you a politician or connected to any Political person?

Yes Position No

Mailing Address*

- | | |
|--|---|
| <input type="checkbox"/> Same as Address as specified in the identification document | <input type="checkbox"/> Current Address |
| <input type="checkbox"/> Workplace Address | <input type="checkbox"/> Other (Please specify) |

Address No..... Moo No. Building/Mooban

Room No. Floor. Soi. Road.

Sub-district/TambonDistrict/Amphur

Province Postal Code. Country

Mailing Method

(Documents will be delivered according to the selected or available channel)

- E-mail (If you choose this option, your documents will be sent to your email address as a main contact channel)
- Fax
- Post

Investment Objective*

- | | |
|---|---|
| <input type="checkbox"/> For Investment | <input type="checkbox"/> Retirement Investment |
| <input type="checkbox"/> For Tax Benefits | <input type="checkbox"/> Other (Please specify) |



1. Individual Investor Information - For Account Opening

Bank Account for Subscription

No.	Main Bank Account	Bank	Branch	Account No.	Account Name
1.	<input type="checkbox"/>				
2.	<input type="checkbox"/>				
3.	<input type="checkbox"/>				
4.	<input type="checkbox"/>				
5.	<input type="checkbox"/>				
6.	<input type="checkbox"/>				

Bank account to receive dividends and interest from the registrar *

Same as Bank Account for Subscription

Other Account (Please specify)

No.	Main Bank Account	Bank	Branch	Account No.	Account Name
1.	<input type="checkbox"/>				
2.	<input type="checkbox"/>				
3.	<input type="checkbox"/>				
4.	<input type="checkbox"/>				
5.	<input type="checkbox"/>				

Remark : For bank Account for subscription and bank Account for redemption proceeds and dividend, the securities holder and the account holder must be the same person.

(.....)

Applicant Signature

(.....)

Signature of Investment Consultant



Terms and Conditions for the Mutual Fund Account Opening

The terms and conditions for the mutual fund account opening as specified herein are an integral part of the mutual fund account opening application form through Fund Connex service with the participating Asset Management Company (“Asset Management Company”) whereby the mutual fund account opening applicant (“Investor”) has signed such form as acknowledgement/agreement to be bound by and to comply with the following terms and conditions:

I. The Investor accept and agrees that the Asset Management Company is able to use the original copy of the mutual fund account opening application form and relevant supporting documents all previously signed by the Investor as documents for the mutual fund account opening for all the Asset Management Companies in which the Investor intends to open the mutual fund account. In the event that the Asset Management Company uses the copy of the aforesaid documents (hard copy, copy in the form of scanned information or copy stored in any other electronic format), the Investor agrees that such copy is legally enforceable and binding upon the Investor as if they are the original documents.

II. The Investor represents and confirms that the information provided in the mutual fund account opening application form and relevant supporting documents, the customer risk profile and/or the questionnaire prepared by the Asset Management Company from time to time, are truthful, complete, and up-to-date. Should there be any changes to such information in the future; the Investor agrees to notify the Asset Management Company without delay, in a written form or in any other form acceptable to the Asset Management Company. In case any subsequent contact is made by the Asset Management Company to the Investor by using the method as specified in Clause 8 for the purpose of confirming or updating the aforementioned information and the Investor fails to notify the changes or does not respond in accordance with the method and within the period of time prescribed by the Asset Management Company, the Investor accepts and agrees that the Asset Management Company may use the existing latest information as the up-to-date information of the Investor.

III. The Investor represents and confirms that the information provided in the mutual fund account opening application form and relevant supporting documents, the customer risk profile and/or the questionnaire prepared by the Asset Management Company from time to time, are truthful, complete, and up-to-date. Should there be any changes to such information in the future; the Investor agrees to notify the Asset Management Company without delay, in a written form or in any other form acceptable to the Asset Management Company. In case any subsequent contact is made by the Asset Management Company to the Investor by using the method as specified in Clause 8 for the purpose of confirming or updating the aforementioned information and the Investor fails to notify the changes or does not respond in accordance with the method and within the period of time prescribed by the Asset Management Company, the Investor accepts and agrees that the Asset Management Company may use the existing latest information as the up-to-date information of the Investor.

IV. The Investor irrevocably consents to the Asset Management Company for the collecting, using, sending, transferring outside Thailand, or disclosing information of the Investor including any information in all the mutual fund accounts that the Investor has with the Asset Management Company to the following persons as the Asset Management Company deems appropriate for the purpose of inspection and/or compliance with the domestic and foreign law and/or for the purpose of services or offer of investment products to the Investor and/or for the operation of the Asset Management Company or fund and/or for compliance with the obligations that



The Asset Management Company or the fund has to comply with:

- (1) A person relating to the operation or investment of the Asset Management Company or the fund;
- (2) Any state authority or agency both in Thailand and overseas; and
- (3) Any person whom the Asset Management Company deems necessitated use such information for the purposes mentioned above.

V. In an event the Investor fails to comply with the request of the Asset Management Company for the provision of additional information, documents and/or consent for the discharging of duties by the Asset Management Company or the fund as required by the domestic or foreign law or pursuant to the obligations that the Asset Management Company or the fund have to comply with or where it is necessary for the operation or investment of the Asset Management Company or the fund, or the Investor fails to comply with the terms and conditions for the mutual fund account opening, the Investor accept and agrees that the Asset Management Company may suspend any services related to the Investor's mutual fund account including the closing of the Investor's mutual fund account. In this regard, the Investor hereby authorizes and irrevocably consents to the Asset Management Company to close the Investor's mutual fund account and/or to redeem the investment units for the closing of the Investor's mutual fund account, as the Asset Management Company deems appropriate as if such action has been taken by the Investor itself. The Investor agrees not to demand/claim for any damages arising thereof from the Asset Management Company.

VI. The Investor acknowledges and agrees that the Asset Management Company reserves the right not to approve or accept the mutual fund account opening application form or not to proceed with any transaction of the Investor in whole or in part without having to provide any reason to the Investor and the decision of the Asset Management Company is deemed final. In this regard, the right reservation pursuant to the terms of service, the duty of the Asset Management Company specified in the fund prospectus and other conditions and terms prescribed by the Asset Management Company shall be included.

VII. In an event that the distributor sends a subscription/redemption/switching order of the Investor to the Asset Management Company through Fund Connex service or the Investor sends a subscription/redemption/switching order through the internet system of the Fund Connex service provider, the Investor agrees that the information on the order received by the Asset Management Company from the Fund Connex service is binding upon the Investor as if the Investor has signed and sent such order to the Asset Management Company and shall constitute a complete and correct evidence and is admissible in all respect, which can be used as a reference to the transaction conducted by the Investor.

VIII. The Investor confirms that prior to each investment the Investor has already received the prospectus, the investment handbook for the SSF, SSFX, LTF or RMF investment as the case may be, or other documents used in the sale of investment units from the Asset Management Company and/or the distributor and/or an individual responsible for contacting the Investor as well as the personnel with the duty to sell the investment units of such person and that the Investor has a thorough knowledge and understanding in the investment in the mutual fund's investment units and that:

- (1) Prior to each investment in the investment units, the Investor should thoroughly study the information as specified in the fund prospectus;
- (2) The investment in investment units is not cash-deposit and there are investment risks involved. The Investor may earn a larger or smaller sum than the original principal invested. Furthermore, proceeds from redemption order may not be executed as instructed.



(3) In the event that the Asset Management Company and/or the distributor and/or an Investment Advisor/Individual Investment Planner responsible for contacting the Investor as appointed by the Asset Management Company (including the personnel responsible for accepting the redemption order from such person) provide general or specific investment advice to the Investor, the Investor will be receiving the warning on various issues in accordance with the rules, conditions and procedure prescribed by the Securities and Exchange Commission as follows:

- a) The warning on risks associated with the investment in investment units;
- b) The warning on risks associated with the investment in each that particular mutual fund;
- c) The warning in the case of general advice that such advice is not tailored to the Investor specifically and that such advice is not a result of the analysis or consideration of the Investor's objectives, financial status and investor's need and
- d) The warning in the case of specific advice that if the Investor refuses to provide his/her personal information or an up-to-date personal information, the Investor may receive advice that is not suitable to the Investor's objectives, financial status and investor's needs since such advice has been made taking into consideration only the information disclosed by the Investor or the disclosure of which is mandated by law. The Investor confirms that the investment decision is made by the Investor on its own accord and does not have any binding upon the Asset Management Company and the Asset Management Company assumes no liability whatsoever in any respect;

(4) For the Investor in SSF, SSFX, LTF and RMF, the Investor has read and understood the statements that appear in the investment handbook for the SSF, SSFX, LTF or RMF investment as the case may be and the Investor acknowledges that the Asset Management Company is not providing any advice or consultation on tax matter for the Investor. In addition, the Investor will not be able to distribute, dispose of, transfer, pledge or use as collateral the investment units of SSF, SSFX, RMF and LTF

IX. For any communication, contact, letter and/or notice and/or any other documents or information to be made/sent to the Investor, the Asset Management Company may use various means be it via telephone, facsimile, SMS, email, registered or unregistered mail, physical delivery, applications, online social media (such as LINE, WhatsApp, Messenger or Facebook) or any other communication methods. In the event information is sent via telephone number, facsimile number or email address specified in the mutual fund account opening application form or as latest changes notified in written to the Asset Management Company or via application downloaded by the Investor or disseminated on an online social media followed by or subscribed to by the Investor, it shall be deemed that the information has been duly sent to the Investor regardless of whether the information has been received by the Investor or other person or whether the information has been read. In the event that the information cannot be sent because the Investor changes his/her domicile or address, or his/her domicile has been demolished without any notification of such change or demolition in writing to the Asset Management Company, or because the telephone number, facsimile number, email address or address last notified by the Investor in writing is incorrect or not updated, the Investor shall be deemed to have duly received and acknowledged the letter, notice, information or any other document sent from the Asset Management Company.



X. In order for the Asset Management Company (including all funds under the management of the Asset Management Company), distributor and persons relating to the fund to be able to comply with their duty under the relevant domestic and foreign law (including FATCA, the law on anti-money laundering and the law on the prevention and suppression of financial support to terrorism) and to reduce the procedure for the submission of documents, agreement on the duty of the Investor, any information, confirmation and consent related to self-identification and disclosure of information/withholding tax (including FATCA Form and documents referred to in FATCA Form) by the Investor (hereinafter called “Documents and Information”) to each of the aforesaid persons subject to the terms and conditions of this mutual fund account opening, in case the Investor gives or will give the Documents and Information to any of the aforesaid persons, the Investor agrees and consents to such persons including their representatives to use such Documents and Information as if the Investor has given such Documents and Information to all the aforesaid persons, and all of such aforesaid persons are entitled to send/use the Documents and Information among themselves. The Asset Management Company and/or each of the aforesaid persons reserve the right to subsequently request additional Documents and Information from the Investor.

XI. The Investor agrees to be bound by and comply with the criteria and conditions in the prospectus of each fund in which the Investor has invested in, the terms and conditions in the subscription/redemption/switching forms, the rules and procedures relevant to the unitholders as well as any terms and conditions for the mutual fund account opening in addition to this terms and conditions for the mutual fund account opening form as may be prescribed by each Asset Management Company including any future amendment thereof. The Investor may examine the rules and procedures relevant to the unitholders as well as the additional terms and conditions for the mutual fund account opening of each Asset Management Company on its relevant website.

XII. The Investor accepts and agrees that this terms and conditions for the mutual fund account opening will continue to be binding upon the Investor even if any Asset Management Companies or the distributors have subsequently terminated or no longer used the service of Fund Connex



Suitability Test for Individual Investor

Question 1-10 are used to assess the suitability of your investment

1. Please indicate your age

- A. 60 years old or older B. 45 - 59 years C. 35-44 years D. Under 35 years

2. What is the proportion of your total expenses at present such as mortgage, cars, personal and family expenses?

- A. More than 75 % of total income B. Between 50 % and 75 % of total income
 C. Between 25 % and 50% of total income D. Less than 25 % of total income

3. What is your current financial status?

- A. Asset less than liabilities B. Asset equal to liabilities
 C. Asset than liabilities D. Almost no liabilities or no liabilities

4. Do you have any investment experience or knowledge in the following types of investment products? (You can choose more than 1 item)

- A. Bank Deposits B. Government Bond or Government Bond Mutual Funds
 C. Debentures or Mutual Funds D. Common Stocks or Mutual Funds of other high – risk assets

5. What is your investment period target?

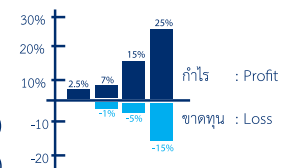
- A. Less than 1 year B. 1 to 3 years
 C. 3 to 5 years D. More than 5 years

6. What is your risk tolerance?

- A. Focus on opportunity in preserving original investment safely and receiving small consistent return
 B. Focus on opportunity in receiving consistent return but may take risk of losing some original investment
 C. Focus on opportunity in receiving higher return but may take risk of losing more original investment
 D. Focus on the highest long- term return but may take risk of losing most of the original investment

7. When considering sample picture below showing the potential returns of different investment portfolio, which investment portfolio are you most willing invest in?

- A. Investment portfolio 1 (has chance to receive 2.5 % return without any loss)
 B. Investment portfolio 2 (has chance to receive 7 % highest return but may lose up to 1 %)
 C. Investment portfolio 3 (has chance to receive 15 % highest return but may lose up to 5 %)
 D. Investment portfolio 4 (has chance to receive 25 % highest return but may lose up to 15 %)



8. If you invest in assets that have chances to receive high return but also have chances to receive high loss, how would you feel?

- A. Worried and afraid of loss
 B. Uneasy but somehow understand
 C. Understand and accept the fluctuations
 D. Not concerned about the large potential loss and expect that the return may increase

9. In which proportion will you be anxious or unacceptable when the value of your investment has decreased?

- A. 5 % or less B. More than 5 % - 10 %
 C. More than 10 % - 20 % D. More than 20 %

10. Last year, you invested 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?

- A. Panic and want to sell the remaining investment
 B. Worried and will change some investment into less risky assets
 C. Continue holding the investment and wait until the investment rebounds
 D. Remain confident since it is long- term investment and will invest more to average cost



Suitability Test for Individual Investor

Questions 11- 12 are used as additional information for guidance (Scores will NOT be counted)

Apply only to investment in derivatives and structure note

11. Successful derivatives and structure notes investment has high return. On the other hand, investors can lose all of their investment and must Increase more capital. Are you able to accept this?

A. No B. Yes

Apply only to offshore Investment

12. In addition to investment risk, are you able to accept foreign exchange rate risk?

A. No B. Yes

For Staff

Part 1: Assessment Scores

Answer a = 1 point Answer b = 2 points Answer c = 3 points Answer d = 4 points

For Suitability Assessment No. 4, if selected more than one answer, the highest score of the answers will be selected.

Part 2: Assessment Result

Total Scores	Level	Investor Type of Risk
Below 15	1	Low
15-21	2	Moderate to Low
22-29	3	Moderate to High
30-36	4	High
Above 37	5	Very High

Part 3: Basic Asset Allocation

Investor Type of Risk	Asset Allocation				
	Deposits and Short-Term Fixed Income Funds	Long-Term Fixed Income Funds	Debenture	Equity Fund	Other Options *
Low	>60%		<20%	<10%	<5%
Moderate to Low	<20%	<70%		<20%	<10%
Moderate to High	<10%	<60%		<30%	<10%
High	<10%	<40%		<40%	<20%
Very High	<5%	<30%		>60%	<30%

*Including consumer products and derivatives products

Total Scores

Assessor Name (.....)

Date (.....)

Inspector Name (.....)

Date (.....)

Referral Name (IFA)

License No. (SEC)

Referral Name (IBA)

License No. (ASCO)



เลขที่บัญชี/Account No.

ผู้ขอเปิดบัญชี (คำนำหน้าชื่อ/นามสกุล) Applicant Name (Title/Name/Surname)		สัญชาติ Nationality(ies) <small>โปรดระบุทุกสัญชาติที่ท่านถือ /Please specify all nationalities that you hold.</small>	
บัตรประชาชนเลขที่ ID Card No. <input type="text"/>		หนังสือเดินทาง เลขที่ Passport No. <input type="text"/>	
ส่วนที่ 1 Part 1	สถานะของลูกค้า Status of Customer		
โปรดเลือกทำเครื่องหมายในช่องที่สอดคล้องกับสถานะของท่าน Please check the appropriate boxes corresponding to your status			
บุคคลอเมริกัน / U.S. Person			
<small>(หากท่านตอบว่า "ใช่" ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-9) (If you check "yes" in any one box, please complete Form W-9)</small>			
1	ท่านเป็นพลเมืองอเมริกัน ใช่หรือไม่ Are you a U.S. Citizen?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
<small>โปรดตอบ "ใช่" หากท่านเป็นพลเมืองอเมริกัน แม้ว่าท่านจะอาศัยอยู่นอกสหรัฐอเมริกา 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 U.S. citizenship.</small>			
2	ท่านเป็นผู้ถือบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกา (เช่น กรีนการ์ด) ใช่หรือไม่ Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
<small>โปรดตอบ "ใช่" หากสำนักงานตรวจคนเข้าเมืองและสัญชาติของสหรัฐอเมริกาได้ออกบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกาให้แก่ท่าน ไม่ว่าจะบัตรดังกล่าวของท่านจะหมดอายุแล้วหรือไม่ 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.</small>			
3	ท่านมีสถานะเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาเพื่อวัตถุประสงค์ในการเก็บภาษีอากรของสหรัฐอเมริกา ใช่หรือไม่ Are you a U.S. resident for U.S. tax purposes?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
<small>ท่านอาจถูกพิจารณาว่าเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาหากเป็นไปตามเกณฑ์ "Substantial Physical Presence Test" เช่น ในปีปัจจุบัน ท่านอยู่ในสหรัฐอเมริกาอย่างน้อย 183 วัน เป็นดิน และหากต้องการรายละเอียดเพิ่มเติม โปรดศึกษาข้อมูลในเว็บไซต์ของ หน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS) ดังนี้ http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test 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/Individuals/International-Taxpayers/Substantial-Presence-Test.</small>			
คำถามเพิ่มเติม / Additional Questions			
<small>(หากท่านตอบว่า "ใช่" ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN พร้อมทั้งส่งเอกสารประกอบ) (If you check "yes" in any one box, please complete Form W-8BEN and provide supporting document(s))</small>			
1	ท่านเกิดในสหรัฐอเมริกา (หรือดินแดนที่เป็นของสหรัฐอเมริกา) แต่ได้สละความเป็นพลเมืองอเมริกันอย่างสมบูรณ์ตามกฎหมายแล้ว Were you born in the U.S. (or U.S. Territory) but have legally surrendered U.S. citizenship?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
2	ท่านมีคำสั่งทำรายการโอนเงินเป็นประจำโดยอัตโนมัติจากบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล. ฟิลลิป ¹ ไปยังบัญชีในสหรัฐอเมริกา ใช่หรือไม่ Do you have standing instructions to transfer funds from the account opened or held with Phillip Sec. Financial Group ¹ to an account maintained in the U.S.?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
3	ท่านมีการมอบอำนาจหรือให้อำนาจการลงลายมือชื่อแก่บุคคลที่มีถิ่นที่อยู่ในสหรัฐอเมริกา เพื่อการใดๆ ที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล. ฟิลลิป ใช่หรือไม่ Do you have a power of attorney or signatory authority for the account opened or held with Phillip Sec. Financial Group granted to person with U.S. address?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
4	ท่านมีที่อยู่เพื่อการติดต่อหรือดำเนินการเกี่ยวกับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล. ฟิลลิป แต่เพียงที่อยู่เดียว ซึ่งเป็นที่อยู่สำหรับรับไปรษณีย์แทนหรือที่อยู่สำหรับการส่งต่อ ใช่หรือไม่ Do you have a hold mail or in care of address as the sole address for the account opened or held with Phillip Sec. Financial Group?		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>

¹ เพื่อวัตถุประสงค์ของแบบฟอร์มนี้ "กลุ่มธุรกิจการเงินของ บล. ฟิลลิป" ให้นิยามความรวมถึง บริษัทหลักทรัพย์ ฟิลลิป (ประเทศไทย) จำกัด (มหาชน) และบริษัทในเครือที่เกี่ยวข้องกับบริษัทหลักทรัพย์ ฟิลลิป (ประเทศไทย) จำกัด (มหาชน)

¹ For this purpose, "Phillip Sec. Financial Group" shall include Phillip Securities (Thailand) Public Company Limited and all related Phillip Securities (Thailand) Public Company Limited Subsidiaries.

5 ท่านมีที่อยู่อาศัยในปัจจุบัน หรือที่อยู่เพื่อการติดต่อในสหรัฐอเมริกา สำหรับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล.ฟิลลิป ไซหรือไม Do you have a current U.S. residence address or U.S. mailing address for the account opened or held with Phillip Sec. Financial Group? ใช่/Yes ไม่ใช่/No

6 ท่านมีหมายเลขโทรศัพท์ในสหรัฐอเมริกา เพื่อการติดต่อท่านหรือบุคคลอื่นที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล.ฟิลลิป ไซหรือไม่ Do you have U.S. telephone number for contacting you or another person in relation to the account opened or held with Phillip Sec. Financial Group? ใช่/Yes ไม่ใช่/No

ส่วนที่ 2 การยืนยันและการเปลี่ยนแปลงสถานะ Part 2 Confirmation and Change of Status

- 1. ท่านยืนยันว่า ข้อมูลข้างต้นเป็นความจริง ถูกต้อง และครบถ้วนสมบูรณ์ You confirm that the above information is true, correct, accurate and complete.
- 2. ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลที่ได้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ กลุ่มธุรกิจการเงินของ บล.ฟิลลิป มีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียว ที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่กลุ่มธุรกิจการเงินของ บล.ฟิลลิป เห็นสมควร 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, Phillip Sec. Financial Group shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as Phillip Sec. Financial Group may deem appropriate.
- 3. ท่านตกลงที่จะแจ้งให้กลุ่มธุรกิจการเงินของ บล.ฟิลลิป ทราบและนำส่งเอกสารประกอบให้แก่กลุ่มธุรกิจการเงินของ บล.ฟิลลิป ภายใน 30 วัน หลังจากมีเหตุการณ์เปลี่ยนแปลงอันทำให้ข้อมูลของท่านที่ระบุในแบบฟอร์มนี้ไม่ถูกต้อง You agree to notify and provide relevant documents to Phillip Sec. Financial Group within 30 days after any change in circumstances that causes the information provided in this form to be incorrect.
- 4. ท่านรับทราบและตกลงว่า ในกรณีที่ท่านไม่ได้ดำเนินการตามข้อ 3 ข้างต้น หรือมีการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์เกี่ยวกับสถานะของท่าน กลุ่มธุรกิจการเงินของ บล.ฟิลลิป มีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียว ที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่กลุ่มธุรกิจการเงินของ บล.ฟิลลิป เห็นสมควร You acknowledge and agree that failure to comply with item 3 above, or provision of any false, inaccurate or incomplete information as to your status, shall entitle Phillip Sec. Financial Group to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as Phillip Sec. Financial Group may deem appropriate.

ส่วนที่ 3 การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี Part 3 Authorization for information disclosure and account withholding

ท่านตกลงให้ความยินยอมที่ไม่อาจยกเลิกเพิกถอนแก่กลุ่มธุรกิจการเงินของ บล.ฟิลลิป ในการดำเนินการดังต่อไปนี้ You hereby irrevocably authorizes Phillip Sec. Financial Group to:

- 1. เปิดเผยข้อมูลต่างๆ ของท่านให้แก่บริษัทภายในกลุ่มธุรกิจการเงินของ บล.ฟิลลิป เพื่อประโยชน์ในการปฏิบัติตาม FATCA หน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึงหน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS) ข้อมูลดังกล่าวรวมถึง ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์ของ FATCA (คือ เป็นผู้นับถือศาสนา หรือผู้ไม่มีความร่วมมือ) จำนวนเงิน หรือมูลค่าคงเหลือในบัญชีการจ่ายเงินเข้า-ออกจากรายบัญชี รายการเคลื่อนไหวทางบัญชี จำนวนเงิน ประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือ ทรัพย์สินอื่นๆ ที่มีอยู่กับกลุ่มธุรกิจการเงินของ บล.ฟิลลิป ตลอดจนจำนวนรายได้ และข้อมูลอื่นๆ ที่เกี่ยวกับความสัมพันธ์ทางการเงิน/ทางธุรกิจที่อาจถูกร้องขอโดยบริษัทภายในกลุ่มธุรกิจการเงินของ บล.ฟิลลิป, หน่วยงานทางภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย disclose to the companies under Phillip Sec. Financial Group (for the benefit of FATCA compliance), domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS), your name, address, taxpayer identification number, account number, FATCA compliance status (compliant or recalcitrant), account balance or value, the payments made into or from the account, account statements, the amount of money, the type and value of financial products and/or other assets held with Phillip Sec. Financial Group, as well as the amount of revenue and income and any other information regarding the banking/business relationship which may be requested or required by the companies under Phillip Sec. Financial Group, domestic and/or foreign tax authorities, including the IRS; and
- 2. หักเงินจากบัญชีของท่าน และ/หรือ เงินได้ที่ท่านได้รับจากหรือผ่านกลุ่มธุรกิจการเงินของ บล.ฟิลลิป ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงข้อตกลงใดๆ ระหว่างกลุ่มธุรกิจการเงินของ บล.ฟิลลิป กับหน่วยงานจัดเก็บภาษีอากรดังกล่าว withhold from your account and/or the income derived from or through Phillip Sec. Financial Group in the amount as required by the domestic and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, and any agreements between Phillip Sec. Financial Group and such tax authorities,

หากท่านไม่ให้ข้อมูลที่จำเป็นต่อการพิจารณาสถานะความเป็นบุคคลอเมริกัน (U.S. person) หรือข้อมูลที่จำเป็นต่อรายงานให้แก่กลุ่มธุรกิจการเงินของ บล.ฟิลลิป หรือไม่สามารถจะขอให้ยกเว้นการบังคับใช้กฎหมายที่ห้ามการรายงานข้อมูลได้ กลุ่มธุรกิจการเงินของ บล.ฟิลลิป มีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่กลุ่มธุรกิจการเงินของ บล.ฟิลลิป เห็นสมควร 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 Phillip Sec. Financial Group, or if you fail to provide a waiver of a law that would prevent reporting, Phillip Sec. Financial Group shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as Phillip Sec. Financial Group may deem appropriate.

ส่วนที่ 4 การอนุญาตให้บุคคลที่สามใช้ประโยชน์และข้อตกลงในเอกสารนี้ Part 4 Customer's authorization for the third parties to use this form, information disclosure, consent and agreement in this form

เพื่อความสะดวกของลูกค้าและเป็นการลดภาระความซ้ำซ้อนของลูกค้าในการนำส่งเอกสาร/ข้อมูล/คำยินยอมให้กับบริษัทและสถาบันการเงินต่างๆที่เป็นเจ้าของผลิตภัณฑ์ที่ผู้รับเป็นตัวแทนขาย (หรือเป็นผู้จัดจำหน่าย) เป็นรายๆ ไป รวมทั้งกรณีที่ถูกดำเนินคดีกับบริษัท/สถาบันการเงินใดๆผ่านผู้รับโดยหนึ่งสื่อฉบับนี้ลูกค้ารับทราบและยินยอมให้บุคคล (รวมนิติบุคคล) ดังต่อไปนี้ทั้งหมด(อันได้แก่ 1.บริษัทจัดการกองทุน/สถาบันการเงินใดๆ ที่ลูกค้าทำธุรกรรมทางการเงินผ่านหรือเปิดบัญชีเงินฝาก หรือบัญชีซื้อขายหลักทรัพย์ หรือให้บริการทางการเงินอื่นใดทั้งโดยตรงหรือผ่านผู้รับ, 2.ผู้สนับสนุนการขายฯ รายอื่น และผู้เกี่ยวข้องกับบริษัทจัดการกองทุน/สถาบันการเงินดังกล่าวข้างต้น, 3.สมาชิกของกลุ่มธุรกิจทางการเงินของผู้รับ และ 4.ตัวแทน หรือผู้ที่เกี่ยวข้อง หรือบริษัทในเครือของบุคคลดังกล่าวข้างต้นทั้งหมด) ทั้งในปัจจุบันและอนาคต มีสิทธิใช้เอกสารข้อมูล คำยืนยันและคำยินยอมใดๆ เกี่ยวกับกรณีการแจ้งเตือนและการเปิดเผยข้อมูล หรือหัก ณ ที่จ่าย ตามเอกสารฉบับนี้ และเอกสาร/ข้อมูลที่เกี่ยวข้อง (ซึ่งต่อไปนี้จะรวมเรียกว่า "เอกสารและข้อมูล") ตามกฎหมายที่เกี่ยวข้องทั้งในและต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายป้องกันและปราบปรามการฟอกเงินและการสนับสนุนทางการเงินแก่การก่อการร้าย) เสมือนหนึ่งว่าลูกค้าได้มอบเอกสารและข้อมูลนั้น และได้ให้คำยืนยัน/คำยินยอมกับบุคคลดังกล่าวข้างต้นทุกราย และให้บุคคลดังกล่าวข้างต้นและหน่วยงานราชการทั้งในและต่างประเทศ และบุคคลที่เกี่ยวข้องทุกรายสามารถนำส่ง/ใช้เอกสาร และข้อมูลใดๆ ของลูกค้าระหว่างกันได้ ไม่ว่าจะอยู่ในรูปสำเนาหรือเอกสารฉบับจริง ก็ให้มีผลผูกพันกับลูกค้าทุกประการ In consideration of the customer's convenience and to reduce the customer's 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; the customer hereby acknowledge and agree that any of following persons (including entity person) (i.e., 1.Any asset management company/fund/any financial institution with whom the customer 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 the customer have provided such Documents and Information to each of those aforesaid person(s) by the customer's self. The customer further hereby authorize those person(s) to use/provide/share such Document and Information among themselves.

ข้าพเจ้ารับทราบและตกลงปฏิบัติตามข้อกำหนดและเงื่อนไขในเอกสารฉบับนี้ ซึ่งรวมถึงตกลงยินยอมให้มีการเปิดเผยข้อมูล การหักบัญชี และการยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับข้าพเจ้าเพื่อเป็นหลักฐานแห่งการนี้ จึงได้ลงลายมือชื่อไว้เป็นสำคัญ By signing in the space below, I hereby acknowledge and agree to the terms and conditions specified herein, which include permitting the disclosure of information, account withholding and termination of banking/business relationship.

ลายมือชื่อผู้ขอเปิดบัญชี Signature of Applicant วันที่ Date



Opening Account Request

Account type to open an account with a securities company Phillips (Thailand) Public Company Limited

- | | | | |
|------------------|--|---|--|
| Equity | <input type="checkbox"/> Prepaid Account | <input type="checkbox"/> Cash Account | <input type="checkbox"/> Share Builders Plan Account |
| | <input type="checkbox"/> Global Markets Equity Account | <input type="checkbox"/> Credit Balance Account | <input type="checkbox"/> TSFC |
| Derivatives | <input type="checkbox"/> Derivatives Account | <input type="checkbox"/> Global Markets Derivatives Account | |
| Mutual Fund | <input type="checkbox"/> Mutual Fund Account | <input type="checkbox"/> Private Fund Account | |
| Bonds(Debenture) | <input type="checkbox"/> Bonds Account | | |

** If you want to open a Derivatives account, please answer this question.

Do you have the knowledge of Derivatives?

- Yes No

You are a person with limited communication/decision making, such as those with hearing or vision impairments. Or have a health impairment or not?

- No Yes

If opening the cash account type, please choose whether to automatically deduct for collateral (optional)

Sale Proceeds (choose only one option)

- Deduct if the collateral becomes lower than the amount required by the Stock Exchange of Thailand.
 Always deduct the whole amount.

Purchases

- In the case of purchasing securities, request the company to deduct money form the collateral balance in my account. If the collateral is insufficient, the company will deduct the money in automatic bank account.

End Beneficiary owner * Ultimate beneficial owner” natural person who actually owns the account.

- Myself Other person (Please specify)

*** Notice

- A Prepaid Account, also known as a Cash Balance Account, is an account type that requires a paid-up balance in the account. The trade limit is based on the available cash in the account but not over the approved limit.
- A Cash Account is an account type that requires a collateral deposit of 20% of the securities purchase value. The trade limit is set by the collateral and is within the approved limit.
- TSFC refers to TSFC Securities Public Company Limited
- If you * Ultimate beneficial owner
 1. Know your customer (KYC) form of ultimate beneficial owner (if any)
 2. A copy of identification card of ultimate beneficial owner (if any)

Contact Person in case of emergency

Name – Surname RelationshipTel.....

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



Power of Attorney

Made at Phillip Securities (Thailand) Public Co., Ltd.

Date.....

By this instrument, I/We

Located at

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

Hereby authorize Age years, ID Card No. / Passport No.

Relationship OftheGrantor

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 pay for the cost of securities, 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, other rights accruing, all kinds of Future, 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. I/We have signed my/our name in the presence of witness.

Signature The Grantor
(.....)

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

Signature Witness / Marketing Officer
(.....)

Signature Witness
(.....)

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

Date.....

To The manager of Bank

<input type="checkbox"/> Bangkok Bank (BBL)	<input type="checkbox"/> Krung Thai Bank (KTB)	<input type="checkbox"/> Bank Of Ayudhya (BAY)	<input type="checkbox"/> Kasikorn Bank (KBANK)
<input type="checkbox"/> CIMB Thai Bank (CIMB)	<input type="checkbox"/> Siam Commercial Bank (SCB)	<input type="checkbox"/> United Overseas Bank (UOB)	<input type="checkbox"/> Land and House Bank LH (LH BANK)
<input type="checkbox"/> TMB Thanachart Bank (TTB)			

Head Office / Branch

I Owner of Saving Account Current Account

Account Number (10 digits)..... Account Name

Contact Address No.

Telephone number E-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 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 sure the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that 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 less than 30 days in advance.

Sincerely Yours

Signature X _____ Consenting party

(_____)

As that given to the bank

<p style="text-align: center;">Certified as authenticated signature of the consenting party.</p> <p style="text-align: center;">Signed _____ Phillip Securities (Thailand) Public Company Limited</p>	<p style="text-align: center;">Certified correct account and true of the consenting party signature.</p> <p style="text-align: center;">Signed _____ Authorized Signature of the Bank</p>
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➡ Please attach a copy of Passbook / Statement with Name and Bank Account No. (Certified true copy)

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



Signed X _____ Client
(_____)

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

Signed _____ Witness
(_____)

Signed _____ Witness
(_____)