



- 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?

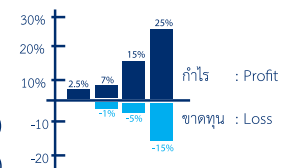
- A. Less than 1 year B. 1 to 3 years
 C. 3 to 5 years D. More than 5 years

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 (คำนำหน้า/ชื่อ/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 สถานะของลูกค้า Part 1 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		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>	
<small>Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)? 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		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>	
<small>Are you a U.S. resident for U.S. tax purposes? 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		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>	
<small>Were you born in the U.S. (or U.S. Territory) but have legally surrendered U.S. citizenship?</small>			
2 ท่านมีคำสั่งทำรายการโอนเงินเป็นประจำโดยอัตโนมัติจากบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล. ฟิลลิป¹		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>	
<small>Do you have standing instructions to transfer funds from the account opened or held with Phillip Sec. Financial Group¹ to an account maintained in the U.S.? ไปยังบัญชีในสหรัฐอเมริกา ใช่หรือไม่</small>			
3 ท่านมีการมอบอำนาจหรือให้อำนาจการลงลายมือชื่อแก่บุคคลที่มีถิ่นที่อยู่ในสหรัฐอเมริกา เพื่อการใดๆ ที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล. ฟิลลิป ใช่หรือไม่		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>	
<small>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?</small>			
4 ท่านมีที่อยู่เพื่อการติดต่อหรือดำเนินการเกี่ยวกับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล. ฟิลลิป		ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>	
<small>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? แต่เพียงที่อยู่เดียว ซึ่งเป็นที่อยู่สำหรับรับไปรษณีย์แทนหรือที่อยู่สำหรับการส่งต่อ ใช่หรือไม่</small>			

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 ใช่/Yes ไม่ใช่/No

Do you have a current U.S. residence address or U.S. mailing address for the account opened or held with Phillip Sec. Financial Group?

6 ท่านมีหมายเลขโทรศัพท์ในสหรัฐอเมริกา เพื่อการติดต่อท่านหรือบุคคลอื่นที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับกลุ่มธุรกิจการเงินของ บล.ฟิลลิป ใช่/Yes ไม่ใช่/No

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

ส่วนที่ 2 การยืนยันและการเปลี่ยนแปลงสถานะ
Part 2 Confirmation and Change of Status

- ท่านยืนยันว่า ข้อมูลข้างต้นเป็นความจริง ถูกต้อง และครบถ้วนสมบูรณ์
You confirm that the above information is true, correct, accurate and complete.
- ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลนี้ให้ตามแบบฟอร์มนี้ 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.
- 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.
- 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

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

- เปิดเผยข้อมูลต่างๆ ของท่านให้แก่บริษัทภายในกลุ่มธุรกิจการเงินของ บล.ฟิลลิป เพื่อประโยชน์ในการปฏิบัติตาม FATCA หน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึงหน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS) ข้อมูลดังกล่าวรวมถึง ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์ของ FATCA (คือ เป็นผู้ปฏิบัติตาม หรือผู้ไม่ให้ความร่วมมือ) จำนวนเงิน หรือมูลค่าคงเหลือในบัญชีการจ่ายเงินเข้า-ออกจากรายการรายเดือน 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
- หักเงินจากบัญชีของท่าน และ/หรือ เงินได้ที่ท่านได้รับจากหรือผ่านกลุ่มธุรกิจการเงินของ บล.ฟิลลิป ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ภายใต้นบังคับของกฎหมาย 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 _____ วันที่ _____
Signature of Applicant _____ 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

Certified as authenticated signature of the consenting party. Signed _____ Phillip Securities (Thailand) Public Company Limited	Certified correct account and true of the consenting party signature. Signed _____ Authorized Signature of the Bank
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➡ Please attach a copy of Passbook / Statement with Name and Bank Account No. (Certified true copy)

Contractual Agreement for Investment Unit Sales / Distribution Representative

This contract is made at the address of Phillip Securities (Thailand) PCL (“The Company”) and myself (“The Client”) as to appear in this request form and contract where both parties mutually agree to enter, with details as below.

“Online / POEMS Services” means investment unit trade services or other services that The Company has made for The Clients on computers.

“Identification” means The Client’s personal identification number that The Company assigned to use in investment unit trading account and The Company’s other services.

1. The Client agrees to appoint and authorize The Company to represent and/or broker by authorizing The Company to be the general proxy for the purpose of The Client’s investment unit trades. The Client agrees to be responsible for all transaction order whether made verbally, on telephone call, facsimile, or any other conventional methods or normal practices in investment units trading.
2. The Client acknowledges that The Company reserves its right not to accept the Client’s orders in cases the Client has outstanding payable balance from investment unit trading with the Company or any other reason mandates in order to prevent losses to the Company and other parties. In such cases, the Client may not raise any legal claim against the Company and agrees to forfeit all legal rights to raise any claim against the Company.
3. In event of the Customer’s death, becoming incompetent or virtually incompetent, overwhelmed by debt, bankrupt, going out of business, being proceeded in court cases, or when the Company deems appropriate to, for protection of the Client’s or the Company’s benefits, the Client agrees to let the Company sell or transfer any investment unit, assets, or any rights of the Client and consent to the Company in buying all or part of investment units to reimburse the Company instead of the investment unit the Client sent to the Company for sales. In such events, the Client shall grant the Company its rights to manage in accordance with Civil and Commercial Code section 828 to alleviate any liabilities of the Client to third parties and/or the Company.
4. The Client agrees to pay for the investment units, including fees and VAT as well as any other expenses to the Company in accordance with the terms and conditions of this contract.
5. The Client consents to the Company forcibly selling investment units and taking the proceeds from the sales or withdrawing from the Client’s balance to pay the liabilities that the Client has to the Company, either existing in the present or to be occur in the future until termination of this contract and any other related contract without any condition or dispute.
6. Online / POEMS Service
 - 6.1 The Client wishes to use the Online / POEMS Services and agrees to the following terms of the contract. Both parties agree to comply with laws, orders, and regulations applicable including that of the Company, whether existing or to be added in the future, except for the case the Client wishes not to use the Online / POEMS Services.
 - 6.2 The Company agrees to provide Online / POEMS Service for the Client to send investment unit trade orders by computer and/or other electronic devices including but not limited to the internet network and telecommunication network to the Company.
 - 6.3 The Client agrees to let the Company deduct any Online / POEMS Service fee from the Client’s account as deemed appropriate by the company without prior notice.
 - 6.4 When The Company approves the request form for Online / POEMS Services, the Client will receive Identification number to be used in each investment unit trade and use of Online / POEMS Service. The Client must keep this Identification number a secret and will be responsible for any use of the Identification number including any transaction resulted from the events as if the Client has by itself sent the trade order and will be bound by this contract. The Client will immediately notify the Company in the event of loss whether from theft or any other causes, including the event that the Client cannot receive any notice or send trade order by Online / POEMS Services.
 - 6.5 The Client agrees to solely take the potential risk of investment unit trading by Online / POEMS Service. The Client therefore agrees to make sure that the Company receives and approves such orders.
 - 6.6 The Client agrees that it is the Client’s own duty to request from the Company the proof of trade orders made through Online / POEMS Services to be the evidence of transaction with the Company.

- 6.7 The Company agrees that in using Online / POEMS Service to trade, the Client must exercise cautions in using computers or other electronic devices or the Identification number to prevent unauthorized access of third parties to the computer, other electronic devices, and Identification number used in trade orders.
- 6.8 The Client agrees for the Company to send documents by E-mail instead of postal service and sees that such is appropriate and beneficial. Both parties agree to the following terms:
- 6.8.1 The binding and legal enforcement of this contract shall be in accordance with the Electronic Transactions Act B.E. 2544 (2001) including any amendments and any other legal matters relating to electronic data or document exchange.
- 6.8.2 When the Client wants to change the registered E-mail address, the Client acknowledge that it is own responsibility and agrees to notify each change in writing.
- 6.8.3 Documents agreed by the Client to be delivered by E-mail includes but does not limit to Securities Trading Confirmation / Receipts / Asset Reports / Accounting Statement / Securities Balance and other related documents.
- 6.8.4 The Client acknowledges that the Client may ask for the Company to produce any type of original documents and cancel documents delivery by E-mail. In such case, the Client must inform the company in writing at least 3 business days prior to the date the Client wishes the documents delivery by E-mail to be cancelled.
- 6.8.5 In the event that the Client does not receive any document as specified in clause 6.8.3 which the Company delivered to the Client's E-mail address, the Client agrees to retrieve such document from the Company's website (<http://www.poems.in.th>) which the Client may access the document for 3 months after it was issued.
- 6.8.6 The client has adequate knowledge and understanding in receiving documents by E-mail including the associated risks such as (not limited to) loss of data in communication, delay or inaccessibility, interference or breach into the E-mail address by a third party, and error or discrepancies of information that might occur due to the limitation of E-mail operations as a public service with massive number of global users. The Client acknowledges and agrees that the Company will not be required to reimburse the Client in cases of loss or damage from aforesaid reasons and that the Company's obligation to the Client's request to send documents by E-mail does not serve as a guarantee that the Company can reduce or avoid the risks of such damages that might happen.
- 6.8.7 The client acknowledges and agrees that the Client is responsible for own verification of any kind of document everytime. Failure to file dispute or object to correctness of any document must be done within 3 days from when the Client has received the document by the Email address given to the Company or the Client shall, by default, has agreed to oblige to the clauses in such document and granted the Company full right to act in lieu of them.

7. Client's Asset Safekeeping

- 7.1 The Company is responsible for separation and record of the Client's asset within the Company's custody including the Client's asset that the Company has received or will receive for purchase of investment units. The Company will separate the Client's assets and store them either within the Company's safe storage or at a safe storage of other third party deemed safe and secure; in which case the Company will explicitly inform such third party that the assets being kept belong to the Clients. In case of loss or damage to the Client's asset from the Company's negligence, the Company agrees to reimburse for damage or loss resulted from such event to full amount but not exceeding the actual damage in proportion the Company is responsible for.
- 7.2 The Client agrees to let the Company manage the Client's assets. The Client also acknowledges that the Company may use the Client's funds to invest according to regulations regarding the announcement. In the event that the Company faces financial difficulties, the Client's funds in the Company's safekeeping is not under protection measures of Deposit Protection Agency.
- 7.3 The Company agrees to separate the Client's assets for safekeeping under the regulations by the office. The following operations shall be counted as assets separation aforementioned.
- 7.3.1 Cash Assets
- (A) shall be separated by the Company's making deposit at commercial banks, other banks established under specific laws, or invest in manners allowed by the announcement by the office. In cases the cash assets are deposited as aforementioned as fixed-period deposit the Company will not prohibit redemption before maturity of the deposit.

(B) shall be separated by the Company's own safekeeping. The Company shall make it apparent that such assets belong to the Client without doubt.

7.3.2 Securities Assets

(A) shall be separated by the Company's making deposit with Thailand Securities Depository Co., Ltd. or Bank of Thailand.

(B) shall be separated by the Company's own safekeeping. The Company shall make it apparent that such securities certificates belong to the Client without doubt.

7.3.3 Other assets shall be separated in ways that it is apparent that such assets belong to the Client without doubt

7.4 The Company will on its own safe keep the Client's assets and will not delegate such responsibilities to other parties in safekeeping of the Client's assets notwithstanding the allowed actions in clauses 7.3.1 (A) and 7.3.2 (B).

7.5 Under the actions allowed in clause 7.3.1 (A), the Client consent to the Company's using its assets to invest and/or make deposit with financial institutions that are related, whether directly or indirectly, with the Company, whether as parent companies, subsidiaries, or associates and this contract shall be counted as written evidence of consent for such investment.

8. Amendments

In the case of changes in regulations of state, Securities and Exchange Commission, the Securities Exchange of Thailand, or any related authority that affect any clause of this contract, the Client agrees to comply strictly with such changes. The Company reserves its rights to make amendments or add to this contract as it deems appropriate to comply with the changed regulations of such authorities without consent of the Client.

9. Disclosure of Information

The Client agrees to inform and gather the following information including clarification of such information to the Company, the Securities Exchange of Thailand or office upon request from the Company or such authorities to comply with regulations set by such authorities.

(A) Information that makes possible identification of the Client and all of its beneficiary and subsequent from investment unit trades.

(B) The Client's purpose of trade.

(C) Information regarding the Client's trade.

(D) In cases the Client acts as certain third party's or a sequence of third parties' proxy in omnibus account, the Client agrees to declare and clarify information as stated in (A) (B) and (C) of all related parties and all levels to the extent known or supposed to know for being the operator.

10. Legal Enforcement

Both parties agree that this contract shall be governed and interpreted in accordance with the provisions of the laws of the Kingdom of Thailand and the judgment shall be governed by the Court of Thailand.

Signed X _____ Client
()

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

Signed X _____ Witness
()

Signed X _____ Witness
()