

## Required Documents for the Account Opening

### Juristic persons

- A copy of Affidavit issued by the Ministry of Commerce not exceeding 1 month.
- Memorandum of association and list of shareholders.
- A copy of ID card or a copy of foreigner registration card or a copy of passport of an authorized person of the company.
- FATCA form.
- Minutes of the Board of Directors' Meeting approving the opening of account.
- Power of Attorney appointing an authorized person for trading.
- A copy of ID card of an authorized person and related persons.
- A copy of Corporate Tax Identification Card, a copy of Phor.Por.20 and Phor.Thor.20 (if any).
- Financial statement for the last 2 years.
- In case of a specific business, please attach a copy of business license.
- In case of provident fund or pension fund, please attach a certificate of registration of the fund management agreement and Power of Attorney of the fund.
- Automatic Transfer System (ATS) application form, including the first page of bank book, with or without specific deposit or withdrawal conditions.
- Dividend payment to bank account application form (e-Dividend) (if any).

### Notes

1. Stamp duty of Baht 30.
2. Stamp duty for credit balance account at the rate of 0.05% of the approved trading amount but not exceeding Baht 10,000.
3. In case of beneficiary and/or account controller, please attach a copy of ID card of such person.
4. In case of a proxy: add an additional stamp duty of Baht 30.
5. In case of duplicated or photocopied documents, please sign to certify the copies only for the significant pages or as specified by the Company.

### Type of Account

- ☐ Cash Account, trading amount..... Baht    ☐ Cash Balance Account, trading amount ..... Baht
- ☐ Credit Balance Account, trading amount .....Baht    ☐ TFEX Account, trading amount .....Baht
- ☐ Mutual Fund Account, trading amount .....Baht

### Internet Trading

- ☐ Apply for internet trading

## Account Opening Form for Juristic Persons

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

I would like to open an account with Krungsri Securities Public Company (Limited) with the following details

### 1. General Information

**Juristic Persons Name** In Thai.....  
In English.....

**Commercial Registration No.** .....Registered Country ☐ Thailand

☐ Other (Please specify).....

#### Juristic Type

Juristic (Thailand) ☐ Tax exempt on dividend or capital gain ☐ Non-tax exempt

Juristic (Foreign) ☐ Operating in Thailand ☐ Non-operating in Thailand

Others ☐ Partnership (Thailand) ☐ Co-operative/Foundation/Association/Club/Temple/Mosque/Shrine ( ) Tax exempt  
☐ Government Organization/State Enterprise ☐ Other (Please specify) .....

#### Business Type

☐ Antique Trading ☐ Hotel/Restaurant ☐ Foreign Currency Exchange ☐ Property/Real Estate ☐ Jewelry/Gold Trading  
☐ Financial Service/Banking ☐ Insurance/Assurance ☐ Casino/Gambling ☐ Travel Industry/Travel Agency  
☐ University/School/Education Center ☐ Armament ☐ Entertainment Business ☐ Domestic or International Money Transfer  
☐ Co-operative/Foundation/Association/Club/Temple/Mosque/Shrine ☐ Recruitment Agency ☐ Other (Please specify).....

**Latest Net Profit / Annual Income (according to the latest financial statements) year (B.E.)** .....**Amount** ..... Baht

**Country's Source of Income/Investment Fund** ☐ Thailand ☐ Other (please specify).....

#### Source of Income (You can choose more than one item)

☐ Revenue from Business ☐ Stock ☐ Donation ☐ Loan ☐ Revenue from selling property ☐ Other (Please specify).....

**Asset Value**..... Baht (assets includes deposits, direct investment in securities and derivatives) or

**Shareholder's equity** .....Baht (Shareholder's equity as the latest financial statement that is reviewed by auditor)

#### Commercial Registration Certificate Address

Address No. .... Moo No. .... Building/Village .....Floor.....Alley.....  
Road .....Sub-district .....District..... Province .....  
Country ..... Postal code .....

#### Mailing address

☐ An email address in contact information (if you choose this option, your documents will be sent to your email address)

☐ Same as Commercial Registration Certificate Address

☐ Other (please specify below)

Address No. .... Moo No. .... Building/Village .....Floor ..... Alley.....  
Road .....Sub-district .....District..... Province .....  
Country .....Postal code .....

**Choose the documents to be sent by** (You can choose only one) ☐ Email ☐ Mailing address.

## 2. Contact Information

### Contact information

1) Name-Surname ..... Position/Division .....

Telephone ..... Fax ..... Email .....

2) Name-Surname ..... Position/Division .....

Telephone ..... Fax ..... Email .....

### Juristic Condition of Authorized Signatories as Commercial Registration Certificate/Letter of Authority/Minutes of Meeting

### Condition of Authorized Signatories for Transaction

### Authorized person of Juristic Investor for transaction

1. Name-Surname .....

Date of Birth .....

☐ ID card no. .... Number on the back of ID card ..... Date of expiry .....

☐ Passport no. .... Issuing country ..... Date of expiry .....

☐ Foreigner registration card no. .... Date of expiry .....

#### Current address

Address No. .... Moo No. .... Building/Village ..... Floor ..... Alley .....

Road ..... Sub-district ..... District ..... Province .....

Country ..... Postal code .....

Are you a politician or a family member of political person or in association with political person?

☐ Yes (please specify position)..... ☐ No.

2. Name-Surname .....

Date of Birth .....

☐ ID card no. .... Number on the back of ID card ..... Date of expiry .....

☐ Passport no. .... Issuing country ..... Date of expiry .....

☐ Foreigner registration card no. .... Date of expiry .....

#### Current address

Address No. .... Moo No. .... Building/Village ..... Floor ..... Alley .....

Road ..... Sub-district ..... District ..... Province .....

Country ..... Postal code .....

Are you a politician or a family member of political person or in association with political person?

☐ Yes (please specify position)..... ☐ No.

### End Beneficiary

Name-Surname .....

Date of Birth .....

☐ ID card no. .... Number on the back of ID card ..... Date of expiry .....

☐ Passport no. .... Issuing country ..... Date of expiry .....

☐ Foreigner registration card no. .... Date of expiry .....

Address as specified in the identification document

Address No. .... Moo No. .... Building/Village ..... Floor ..... Alley .....  
Road ..... Sub-district ..... District ..... Province .....  
Country ..... Postal code .....

Are you a politician or a family member of political person or in association with political person?

☐ Yes (please specify position)..... ☐ No.

**List of Shareholders holding from 25% of shares**

Individuals who are shareholders of juristic's owner:

1. Name-Surname of Shareholders ..... Nationality .....  
ID card no. /Passport no. .... Date of expiry .....  
2. Name-Surname of Shareholders ..... Nationality .....  
ID card no./Passport no. .... Date of expiry .....  
3. Name-Surname of Shareholders ..... Nationality .....  
ID card no./Passport no. .... Date of expiry .....  
4. Name-Surname of Shareholders ..... Nationality .....  
ID card no./Passport no. .... Date of expiry .....

Juristic who are shareholders of juristic's owner:

1) Juristic name ..... Commercial Registration no. .... Registered country .....  
1.1 Name-Surname or Juristic name ..... Nationality .....  
ID card no./Passport no./Commercial Registration no. .... Date of expiry .....  
1.2 Name-Surname or Juristic name ..... Nationality .....  
ID card no./Passport no./Commercial Registration no. .... Date of expiry .....  
1.3 Name-Surname or Juristic name ..... Nationality .....  
ID card no./Passport no./Commercial Registration no. .... Date of expiry .....  
  
2) Juristic name ..... Commercial Registration no. .... Registered country .....  
2.1 Name-Surname or Juristic name ..... Nationality .....  
ID card no./Passport no./Commercial Registration no. .... Date of expiry .....  
2.2 Name-Surname or Juristic name ..... Nationality .....  
ID card no./Passport no./Commercial Registration no. .... Date of expiry .....  
2.3 Name-Surname or Juristic name ..... Nationality .....  
ID card no./Passport no./Commercial Registration no. .... Date of expiry .....

**3. Financial and Investment Information**

**Investment Objective**

☐ Liquidity Management ☐ Investment ☐ Cash Management for Investment ☐ Other (please specify) .....

#### 4. Subscription of securities, derivatives, investment units and Collateral

☐ Bank account for the securities subscription through Automated Transfer System (ATS)

Bank..... Branch..... Account No.....

☐ Bank account for the derivatives subscription through Automated Transfer System (ATS)

☐ Same as bank account for securities subscription ☐ Other (please specify)..... Branch..... Account No.....

☐ Bank account for the investment units subscription through Automated Transfer System (ATS)

☐ Same as bank account for securities subscription ☐ Other (please specify)..... Branch..... Account No.....

☐ Bank account for dividends (E-Dividend )

☐ Same as bank account for securities subscription ☐ Other (please specify)..... Branch..... Account No.....

#### Collateral

☐ The customer agrees to deposit assets as collateral (receiving the normal net sales price) in accordance with the terms and conditions of this agreement.

☐ The customer authorized the company to hold the net sales price in accordance with the terms and conditions of this agreement.

If the customer chooses either option, it shall be deemed that the customer agrees to deposit assets as collateral according to the terms and receive the normal net sales price.

#### Representation and Warranties: Rep&War

Where I/we have provided to Krungsri Securities Public Company Limited personal data of any other person:

(a) I/we undertake to verify the accuracy and completeness of such person's personal data provided by me/us to Krungsri Securities Public Company Limited, and to notify Krungsri Securities Public Company Limited of any change to the personal data provided;

(b) I/we warrant that we have obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws;

(c) I/we warrant that I/we have informed such person of Krungsri Securities Public Company Limited's privacy notice; and

(d) I/we warrant that Krungsri Securities Public Company Limited can lawfully collect, use, disclose and/or transfer of personal data for the purposes set out in Krungsri Securities Public Company Limited's privacy notice as may be amended from time to time, including the purposes set out in this applications/documents/terms of services/consent form.

I/We hereby certify and confirm that the information provided in the account opening form is accurate, complete, truthful and up-to-date.

Customer/Account Applicant	Company employee/Introducer
	<input type="radio"/> I certify that I have verified the documents with the original ID card and the customer has signed in front of me. <input type="radio"/> The customer did not sign in front of me. (Not exceed the approved trading amount of the Company)
Name .....	Name.....
(.....)	(.....)
Authorized person of Juristic person	Date..... /..... /.....
Date..... /..... /.....	

#### Introducer Information

☐ Bank of Ayutthaya Public Company (Limited) Branch ..... Branch code .....  
Name-Surname (Introducer) ..... Employee code .....

☐ Juristic person ..... Company code .....  
Name-Surname (Introducer) ..... Employee code .....

☐ Independent Introducer  
Name-Surname (Introducer)..... Introducer code.....

คำถามข้อ 1-10 ใช้เพื่อประเมินความเหมาะสมในการลงทุน Questions 1-10 are used to assess the suitability of your investment

- ประสบการณ์การลงทุนในหลักทรัพย์ของนิติบุคคล (ได้แก่ ตั๋วเงินคลัง พันธบัตร ตั๋วแลกเงิน หุ้น หุ้นกู้ หุ้นกู้ที่มีอนุพันธ์แฝง หน่วยลงทุน) Your prior investment experience in securities. (Securities: Treasury bills, bond, Bill of Exchange, Stocks, Debenture, Structure note, Mutual Fund Units)
 

ก. น้อยกว่า 1 ปี Less than 1 year	ค. 6 - 10 ปี 6 - 10 years
ข. 1 - 5 ปี 1 - 5 years	ง. มากกว่า 10 ปี More than 10 years
- ปัจจุบันนิติบุคคลมีภาระทางการเงินและค่าใช้จ่ายประจำเป็นสัดส่วนเท่าใดเมื่อเทียบกับรายได้จากการดำเนินกิจการ What is the proportion of your expenses compare to your revenue?
 

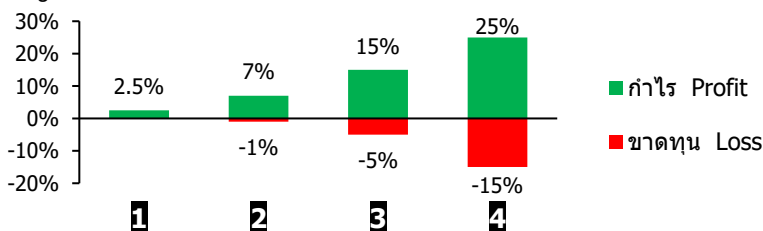
ก. มากกว่าร้อยละ 75 ของรายได้ทั้งหมด More than 75% of the revenue
ข. ระหว่างร้อยละ 50 ถึงร้อยละ 75 ของรายได้ทั้งหมด Between 50% and 75% of the revenue
ค. ตั้งแต่ร้อยละ 25 แต่น้อยกว่าร้อยละ 50 ของรายได้ทั้งหมด 25% to less than 50% of the revenue
ง. น้อยกว่าร้อยละ 25 ของรายได้ทั้งหมด Less than 25% of the revenue
- นิติบุคคลมีสถานภาพทางการเงินในปัจจุบันอย่างไร What is your current financial status?
 

ก. มีทรัพย์สินน้อยกว่าหนี้สิน Less assets than liabilities
ข. มีทรัพย์สินเท่ากับหนี้สิน Assets equal liabilities
ค. มีทรัพย์สินมากกว่าหนี้สิน More assets than liabilities
ง. มีหนี้สินน้อยมากเมื่อเทียบกับมูลค่าทรัพย์สิน หรือไม่มีหนี้สินเลย Almost no liabilities or no liabilities
- นิติบุคคลเคยลงทุนในทรัพย์สินกลุ่มใดต่อไปนี้บ้าง (เลือกได้มากกว่า 1 ข้อ) Do you have any investment experience or knowledge in the following types of investment products? (You can choose more than 1 item)
 

ก. เงินฝากธนาคาร Bank Deposits
ข. พันธบัตรรัฐบาล หรือกองทุนรวมพันธบัตรรัฐบาล Government Bond or Government Bond Funds
ค. หุ้นกู้ หรือกองทุนรวมตราสารหนี้ Debentures or Mutual Funds
ง. หุ้นสามัญ หรือกองทุนรวมหุ้น หรือสินทรัพย์อื่นที่มีความเสี่ยงสูง Common Stocks or Mutual Funds or other high-risk assets
- ระยะเวลาที่ท่านคาดว่าจะมีการจะไม่มีความจำเป็นต้องใช้เงินลงทุนนี้ What is your investment period target?
 

ก. ไม่เกิน 1 ปี Less than 1 year	ค. ตั้งแต่ 3 ถึง 5 ปี 3 to 5 years
ข. ตั้งแต่ 1 แต่น้อยกว่า 3 ปี 1 to less than 3 years	ง. มากกว่า 5 ปี More than 5 years
- ความสามารถในการรับความเสี่ยงของนิติบุคคล คือ What is your risk tolerance?
 

ก. เน้นเงินต้นต้องปลอดภัยและได้รับผลตอบแทนสม่ำเสมอแต่ต่ำได้ Focus on opportunity in preserving original investment safely and receiving small consistent return
ข. เน้นโอกาสได้รับผลตอบแทนที่สม่ำเสมอ แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้บ้าง Focus on opportunity in receiving consistent return but may take risk of losing some original investment
ค. เน้นโอกาสได้รับผลตอบแทนที่สูงขึ้น แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้มากขึ้น Focus on opportunity in receiving higher return but may take risk of losing more original investment
ง. เน้นผลตอบแทนสูงสุดในระยะยาว แต่อาจเสี่ยงที่จะสูญเสียเงินต้นส่วนใหญ่ได้ Focus on the highest long-term return but may take risk of losing most of the original investment
- เมื่อพิจารณารูปแสดงตัวอย่างผลตอบแทนของกลุ่มการลงทุนที่อาจเกิดขึ้นด้านล่าง ท่านเต็มใจที่จะลงทุนในกลุ่มการลงทุนใดมากที่สุด When considering sample picture below showing the potential returns of different investment portfolio, which investment portfolio are you most willing to invest in?



- ก. กลุ่มการลงทุนที่ 1 มีโอกาสได้รับผลตอบแทน 2.5% โดยไม่ขาดทุนเลย Investment portfolio 1 (has chance to receive 2.5% return without any loss)
- ข. กลุ่มการลงทุนที่ 2 มีโอกาสได้รับผลตอบแทนสูงสุด 7% แต่อาจมีผลขาดทุนได้ถึง 1% Investment portfolio 2 (has chance to receive 7% highest return but may lose up to 1%)
- ค. กลุ่มการลงทุนที่ 3 มีโอกาสได้รับผลตอบแทนสูงสุด 15% แต่อาจมีผลขาดทุนได้ถึง 5% Investment portfolio 3 (has chance to receive 15% highest return but may lose up to 5%)
- ง. กลุ่มการลงทุนที่ 4 มีโอกาสได้รับผลตอบแทนสูงสุด 25% แต่อาจมีผลขาดทุนได้ถึง 15% Investment portfolio 4 (has chance to receive 25% highest return but may lose up to 15%)

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

- ก. กังวลและตื่นตระหนกกลัวขาดทุน Worried and afraid of loss
- ข. ไม่สบายใจแต่พอเข้าใจได้บ้าง Uneasy but somehow understand
- ค. เข้าใจและรับความผันผวนได้ในระดับหนึ่ง Understand and accept the fluctuations
- ง. ไม่กังวลกับโอกาสขาดทุนสูง และหวังกับผลตอบแทนที่อาจจะได้รับสูงขึ้น Not concerned about the large potential loss and expect that the return may increase

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

- ก. 5% หรือน้อยกว่า 5% or less
- ข. มากกว่า 5%-10% More than 5%-10%
- ค. มากกว่า 10%-20% More than 10%-20%
- ง. มากกว่า 20% ขึ้นไป More than 20%

10. **หากปีที่แล้วท่านลงทุนไป 100,000 บาท ปีนี้ท่านพบว่ามูลค่าเงินลงทุนลดลงเหลือ 85,000 บาท ท่านจะอย่างไร** Last year, you invest 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?

- ก. ตกใจ และต้องการขายการลงทุนที่เหลือทิ้ง Panic and want to sell the remaining investment
- ข. กังวลใจ และจะปรับเปลี่ยนการลงทุนบางส่วนไปในทรัพย์สินที่เสี่ยงน้อยลง Worried and will change some investment into less risky assets
- ค. ออดทนถือต่อไปได้ และรอผลตอบแทนปรับตัวกลับมา Continue holding the investment and wait until the investment rebounds
- ง. ยังมั่นใจ เพราะเข้าใจว่าต้องลงทุนระยะยาว และจะเพิ่มเงินลงทุนในแบบเดิมเพื่อเฉลี่ยต้นทุน Remain confident since it is long-term investment and will invest more to average cost

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

**ใช้เฉพาะที่จะมีการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นกู้ที่มีอนุพันธ์แฝงโดยตรงเท่านั้น** Apply only to investment in derivatives and structure note

11. **หากการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นกู้ที่มีอนุพันธ์แฝงประสบความสำเร็จ ท่านจะได้รับผลตอบแทนในอัตราที่สูงมาก แต่หากการลงทุนล้มเหลว ท่านอาจจะสูญเสียเงินลงทุนทั้งหมด และอาจต้องลงเงินชดเชยเพิ่มบางส่วน ท่านยอมรับได้เพียงใด** 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?

- ก. ไม่ได้ No
- ข. ได้ Yes

**ใช้เฉพาะที่จะมีการลงทุนในต่างประเทศ** Apply only to offshore investment

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

- ก. ไม่ได้ No
- ข. ได้ Yes

## เงื่อนไขและข้อตกลง

- ลูกค้ายินยอมให้ข้อมูลแก่เจ้าหน้าที่ของบริษัทหลักทรัพย์เพื่อประกอบการจัดทำแบบประเมิน Suitability Test ของลูกค้า และลูกค้ารับทราบว่าได้ทำแบบสอบถามนี้เพื่อประโยชน์ในการรับทราบความเสี่ยงในการลงทุนที่รับได้ของตนเอง
- ระดับความเสี่ยงในการลงทุนของลูกค้า ประเมินจากข้อมูลที่ลูกค้าแจ้งแก่เจ้าหน้าที่ของบริษัทหลักทรัพย์เท่านั้น ทั้งนี้ ไม่ได้เป็นการแสดงว่าบริษัทหลักทรัพย์ยอมรับถึงความถูกต้องแท้จริง ความครบถ้วน หรือความน่าเชื่อถือของข้อมูลของลูกค้าที่ลูกค้าได้แจ้งและผลการประเมินดังกล่าว
- เมื่อเจ้าหน้าที่ของบริษัทหลักทรัพย์ทำการประเมินความเสี่ยงในการลงทุนของลูกค้าและได้แจ้งให้ลูกค้าทราบถึงผลการประเมินระดับความเสี่ยงในการลงทุนของลูกค้า หรือเมื่อลูกค้าได้ลงนามในเอกสารนี้แล้ว ให้ถือว่าเจ้าหน้าที่ของบริษัทได้ให้คำแนะนำเบื้องต้นเพื่อให้ลูกค้าเข้าใจความสำคัญในการจัดสรรและกำหนดสัดส่วนการลงทุนหรือการทำธุรกรรมในผลิตภัณฑ์ในตลาดทุนที่เหมาะสมแล้ว และลูกค้ารับทราบคำแนะนำและรับทราบผลการประเมินของตนเอง (ซึ่งประมวลผลจากข้อมูลที่ลูกค้าให้กับเจ้าหน้าที่ของบริษัท) รวมทั้งรับทราบระดับความเสี่ยงในการลงทุนของตนแล้ว
- ลูกค้าควรศึกษาข้อมูลที่เกี่ยวข้องกับการลงทุน (รวมทั้ง คำเตือนเกี่ยวกับการลงทุนและความเสี่ยงในการลงทุน และควรขอคำแนะนำในการลงทุนจากผู้ที่สามารถให้คำแนะนำการลงทุนแก่ลูกค้าได้) ให้รอบคอบถี่ถ้วนควบคู่กับการศึกษาผลการประเมินความเสี่ยงในการลงทุน เพื่อใช้ประกอบการตัดสินใจลงทุนในหลักทรัพย์ สัญญาซื้อขายล่วงหน้า ตราสารหรือการลงทุนประเภทอื่นๆ ที่เหมาะสมกับตนเอง แล้วจึงตัดสินใจลงทุน ทั้งนี้ ข้อมูลเกี่ยวกับการลงทุนหรือตราสารที่ได้รับจากตัวแทนของบริษัทหลักทรัพย์ (ถ้ามี) เป็นเพียงข้อมูลส่วนหนึ่งเพื่อประกอบการตัดสินใจการลงทุนของลูกค้าเท่านั้น
- การลงทุนขึ้นอยู่กับมติตัดสินใจของลูกค้าเอง ซึ่งไม่ผูกพันกับผลการประเมินของลูกค้า และอาจไม่ได้เป็นไปตามระดับความเสี่ยงของการลงทุนที่ได้รับตามแบบประเมินนี้ รวมทั้ง ลูกค้ายินยอมรับความเสี่ยงที่เกิดจากการลงทุน ในกรณีที่ลูกค้าตัดสินใจลงทุนในระดับความเสี่ยงที่สูงกว่าระดับความเสี่ยงของการลงทุนจากผลประเมิน ถือว่าลูกค้าตกลงที่จะยินยอมรับความเสี่ยงของการลงทุนนั่นเอง ลูกค้ายอมรับว่าการดำเนินการลงทุนของลูกค้าอาจไม่เป็นไปตามผลการประเมินและอาจไม่แน่นอนและสามารถเปลี่ยนแปลงไปจากผลการประเมินได้
- บริษัทหลักทรัพย์ ผู้บริหาร รวมทั้งพนักงาน เจ้าหน้าที่ของบริษัทหลักทรัพย์ ไม่มีความรับผิดชอบ ภาระหรือหน้าที่ต่อความเสียหายใดๆ ที่เกิดขึ้นจากการลงทุนของลูกค้า
- บริษัทขอสงวนสิทธิ์ในการแก้ไข ปรับปรุง หรือเปลี่ยนแปลงแบบประเมินความเสี่ยงในการลงทุนของลูกค้า ผลการประเมิน และข้อมูลที่เกี่ยวข้อง โดยไม่จำเป็นต้องแจ้งให้ทราบล่วงหน้าแต่อย่างใด
- ลูกค้ารับทราบว่าตัวอย่างพอร์ตการลงทุนแนบท้ายนี้ เป็นเพียงตัวอย่างเบื้องต้นเกี่ยวกับการจัดสัดส่วนการลงทุนในสินทรัพย์ประเภทต่างๆ ตามระดับความเสี่ยงที่ลูกค้าได้รับตามแบบประเมินนี้เท่านั้น

แบบประเมิน การดำเนินการที่เกี่ยวข้อง และข้อมูลที่เกี่ยวข้อง มีไว้เพื่อบริการเฉพาะนักลงทุนในประเทศไทยเท่านั้น ซึ่งลูกค้าได้อ่านคำเตือนข้างต้นและข้อมูลที่เกี่ยวข้องแล้ว และลูกค้าได้เข้าใจและตกลงตามคำเตือนและข้อตกลงที่เกี่ยวข้องเป็นที่เรียบร้อยแล้ว



ลงชื่อ ..... ลูกค้า ..... ลงชื่อ ..... เจ้าหน้าที่บริษัทผู้ประเมิน  
( ..... ) ( ..... )  
วันที่ ...../...../..... วันที่ ...../...../.....

### สำหรับเจ้าหน้าที่

ผู้บันทึก / สอบทานข้อมูล.....วันที่...../...../.....

กรณีลูกค้าเก่าทบทวนการทำ Suitability test ผ่านทางโทรศัพท์ โดยผู้แนะนำการลงทุน ให้ใส่ข้อมูลการติดต่อลูกค้าเพิ่มเติมดังนี้

เบอร์โทรศัพท์ลูกค้า.....เบอร์โทรศัพท์ผู้แนะนำการลงทุน.....วันที่.....เวลา.....



## ส่วนที่ 1 เกณฑ์การคิดคะแนน Part 1 : Assessment Scores

ตอบ ก. = 1 คะแนน Answer ก = 1 point

ตอบ ค. = 3 คะแนน Answer ค = 3 points

ตอบ ข. = 2 คะแนน Answer ข = 2 points

ตอบ ง. = 4 คะแนน Answer ง = 4 points

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

## ส่วนที่ 2 ผลการประเมินความเหมาะสมในการลงทุน Part 2 : Assessment Result

คะแนน Total Scores	ระดับ Level	ประเภทนักลงทุน Investor Type of Risk
น้อยกว่า 15 Below 15	1	เสี่ยงต่ำ Low
15 – 21	2	เสี่ยงปานกลางค่อนข้างต่ำ Moderate to Low
22 – 29	3	เสี่ยงปานกลางค่อนข้างสูง Moderate to High
30 – 36	4	เสี่ยงสูง High
37 ขึ้นไป Over 37 scores	5	เสี่ยงสูงมาก Very High

## ส่วนที่ 3 ตัวอย่างคำแนะนำเรื่องการจัดสรรการลงทุน Part 3 : Basic Asset Allocation

ประเภทผู้ลงทุน Investor Type of Risk	สัดส่วนการลงทุน Asset Allocation				
	เงินฝากและตราสารหนี้ระยะสั้น Deposits and Short-Term Fixed Income Funds	ตราสารหนี้ภาครัฐที่มีอายุมากกว่า 1 ปี Long-Term Fixed Income Funds	ตราสารหนี้ภาคเอกชน Debenture	ตราสารทุน Equity Fund	การลงทุนทางเลือก* Other Options
เสี่ยงต่ำ Low	>60%		<20%	<10%	<5%
เสี่ยงปานกลางค่อนข้างต่ำ Moderate to Low	<20%	<70%		<20%	<10%
เสี่ยงปานกลางค่อนข้างสูง Moderate to High	<10%	<60%		<30%	<10%
เสี่ยงสูง High	<10%	<40%		<40%	<20%
เสี่ยงสูงมาก Very High	<5%	<30%		>60%	<30%

\*รวมถึง สินค้าโภคภัณฑ์ สัญญาซื้อขายล่วงหน้า Including consumer products and derivatives products

คะแนนรวมที่ได้ Total Scores

ลงชื่อผู้ประเมิน Assessor Name

(.....)

ลงชื่อผู้ตรวจสอบ Inspector Name

(.....)

หนังสือฉบับนี้มอบให้แก่บริษัทหลักทรัพย์ กรุงศรี จำกัด (มหาชน) และบริษัทแม่ บริษัทไพเครือ รวมถึงกลุ่มธุรกิจการเงินของบุคคลข้างต้น (ไม่ว่าแต่ละรายหรือรวมกัน ในหนังสือฉบับนี้รวมเรียกว่า “ผู้รับ”) เพื่อประโยชน์ของผู้รับ และบุคคลที่สามตามที่กล่าวถึงในส่วนที่ 4 ของหนังสือฉบับนี้ โดยให้ถือว่าบุคคลดังกล่าวทั้งหมดเป็นผู้รับหนังสือฉบับนี้เช่นกัน

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

ข้อมูล/คำยืนยันและข้อตกลงของลูกค้า Customer’s Information / representation / and agreement

วันที่ .....  
Date .....

ชื่อองค์กร/นิติบุคคล/บริษัท ผู้ขอเปิดบัญชี และผู้ใช้บริการทางการเงิน (“ลูกค้า”) Name of Organization/Entity/Company of Applicant / Entity User of financial service (The “Customer”)	
สำหรับสถาบันการเงินภายใต้ข้อกำหนดของ FATCA ที่มี GIIN For financial institutions under the definition of FATCA that have a GIIN	ประเทศที่จดทะเบียน หรือ จัดตั้ง / Country of Incorporation /Registration or Organization
<input type="checkbox"/> หมายเลข GIIN ของลูกค้า / Customer GIIN .....	เลขทะเบียนนิติบุคคล / Entity Registration Number
<input type="checkbox"/> กรณีลูกค้าเป็นนิติบุคคลที่ได้รับการสนับสนุน(Sponsored Entity) โปรดระบุชื่อและหมายเลข GIIN ของนิติบุคคลที่สนับสนุน(Sponsoring Entity) / If the customer is Sponsored Entity, please provide the name and GIIN of Sponsoring Entity  ชื่อนิติบุคคลที่สนับสนุน / Name on Sponsoring Entity .....  หมายเลข GIIN ของผู้สนับสนุน / GIIN of Sponsoring Entity .....	เลขประจำตัวผู้เสียภาษีไทย / Thai Tax ID
	เลขประจำตัวผู้เสียภาษีในประเทศอื่น (โปรดระบุทุกประเทศ ถ้ามี) Foreign Tax Identification Number(s) (please outline all if any) หมายเลข/ID ..... ประเทศ/Country ..... หมายเลข/ID ..... ประเทศ/Country ..... หมายเลข/ID ..... ประเทศ/Country .....
<b>ส่วนที่ 1</b> <b>Part 1</b> สถานะของผู้ขอเปิดบัญชี Status of Applicant	
โปรดเลือกทำเครื่องหมายในช่องที่สอดคล้องกับสถานะผู้ขอเปิดบัญชี Please check the appropriate boxes corresponding to your status	
นิติบุคคลอเมริกัน / US Person status	
หากท่านตอบว่า ‘ใช่’ โปรดกรอกแบบฟอร์ม W-9 และสิ้นสุดคำถาม (If you check ‘Yes’, please complete Form W-9. If you check ‘No’, please complete the next section.)	
<b>1</b>	ลูกค้าเป็นนิติบุคคลอเมริกัน (นิติบุคคลที่จดทะเบียนในประเทศสหรัฐอเมริกา) ใช่หรือไม่ Is the customer a U.S. entity (an entity that has registered or has been incorporated in the U.S.)? ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
สถาบันการเงิน / นิติบุคคลที่มีรายได้หลักมาจากการลงทุน Foreign Financial Institution / Passive Non-Financial Foreign Entity ( Passive NFFE)	
หากท่านตอบว่า ‘ใช่’ ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN-E และสิ้นสุดคำถาม (If you check ‘Yes’ in any one box, please complete Form W-8BEN-E.)	
<b>2</b>	ลูกค้าเป็นสถาบันการเงิน ภายใต้ข้อกำหนดของ FATCA ใช่หรือไม่ Is the customer a financial institution under the definition of FATCA? ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>

☐ បាទ/Yes
 ☐ ទេ/No

An entity that is Excepted Non-Financial Foreign Entity under FATCA e.g., a publicly traded entity and its affiliates, a non-profit organization, association, foundation, or an entity that is a non-financial start-up company that has been organized less than 24 months

### การยืนยันและการเปลี่ยนแปลงสถานะ (Confirmation and Change of Status)

1. ลูกค้ายืนยันว่า ข้อมูลที่ลูกค้าให้ในแบบฟอร์มนี้เป็นความจริง ถูกต้อง และครบถ้วนสมบูรณ์  
The Customer confirms that the information provided by the customer in this form is true, correct, accurate and complete.
2. ลูกค้ารับทราบและตกลงว่า หากลูกค้ามีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ ผู้รับ มีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือบางส่วนตามที่ผู้รับเห็นสมควร  
The Customer acknowledges and agrees that if the customer is a U.S. person but the information provided on this form or Form W-9 is false, incorrect, or incomplete, The Receiver shall be entitled to terminate, at its sole discretion, the entire or part of banking/business relationship with the customer or part of such relationship as the Receiver may deem appropriate.
3. ลูกค้าตกลงที่จะแจ้งให้ผู้รับได้ทราบและนำส่งเอกสารประกอบให้แก่ผู้รับ ภายใน 30 วัน หลังจากมีเหตุการณ์เปลี่ยนแปลงอันทำให้ข้อมูลของลูกค้าที่ระบุในแบบฟอร์มนี้ไม่ถูกต้อง และในกรณีที่ผู้รับมีการร้องขอเอกสาร/ข้อมูล/คำยินยอมเพิ่มเติม ลูกค้าตกลงที่จะดำเนินการให้แล้วเสร็จตามที่ได้รับการร้องขอภายในเวลาที่ผู้รับกำหนด  
The Customer agree to notify and provide relevant documents to the Receiver within 30 days after any change in circumstances that causes the information provided in this form to be incorrect, or after the date that the Receiver has requested for additional document/ information/ consent.
4. ลูกค้ารับทราบและตกลงว่า ในกรณีที่ลูกค้าไม่ได้ดำเนินการตามข้อ 3 ข้างต้น หรือมีการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์เกี่ยวกับสถานะของลูกค้า ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือบางส่วนตามที่ผู้รับเห็นสมควร  
The Customer acknowledge and agrees that failure to comply with item 3 above, or provision of any false, incorrect or incomplete information as to the customer's status, shall entitle the Receiver to terminate, at its sole discretion, the entire banking/business relationship with the customer or part of such relationship as the Receiver may deem appropriate.

**การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี (Authorization for information disclosure and account withholding)**

The Customer hereby irrevocably authorizes the Receiver to:

1. เปิดเผยข้อมูลต่างๆ ของลูกค้าให้แก่หน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS) ข้อมูลดังกล่าวรวมถึง ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์เรื่อง FATCA (คือ เป็นผู้ปฏิบัติตาม หรือผู้ไม่ให้ความร่วมมือ) จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การจ่ายเงินเข้า-ออกจากบัญชี รายการเคลื่อนไหวทางบัญชี จำนวนเงิน ประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือทรัพย์สินอื่นๆ ที่มีอยู่กับผู้รับหรือเปิดบัญชีผ่านผู้รับ ตลอดจนจำนวนรายได้ และข้อมูลอื่นๆ ที่เกี่ยวกับความสัมพันธ์ทางการเงิน/ทางธุรกิจที่อาจถูกร้องขอโดยหน่วยงานทางภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย
- disclose to domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS), the customer's name, address, taxpayer identification number, account number, FATCA compliance status (i.e., 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 the Receiver or account opened through, 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 domestic and/or foreign tax authorities, including the IRS; and

2. หักเงินจากบัญชีของลูกค้าที่มีกับผู้รับหรือเปิดผ่านผู้รับ และ/หรือ เงินได้ที่ลูกค้าได้รับจากหรือผ่านผู้รับ ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือต่างประเทศ ซึ่งรวมถึง IRS ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงข้อตกลงใดๆ ระหว่างผู้รับกับหน่วยงานจัดเก็บภาษีอากรดังกล่าว
- withhold from the customer's account and/or the income derived from or through the Receiver 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 the Receiver and such tax authorities,
3. หากลูกค้าไม่ให้ข้อมูลที่เป็นต่อการพิจารณาสถานะบัญชีที่ต้องรายงาน (U.S. Reportable Account) หรือข้อมูลที่เป็นต้องรายงานให้แก่ผู้รับ หรือไม่สามารถจะขอให้ยกเว้นการบังคับใช้กฎหมายที่ห้ามการรายงานข้อมูลได้ หรือให้ข้อมูลโดยระบุสถานะเป็น Non-Participating FFI ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือบางส่วน ตามที่ผู้รับเห็นสมควร
- If the customer fails to provide the information required to determine whether the customer are a U.S. Reportable Account, or to provide the information required to be reported to the Receiver, or if the customer fail to provide a waiver of a law that would prevent reporting, or the customer provide the status as a Non-Participating FFI, the Receiver shall be entitled to terminate, at its sole discretion, the entire banking/business relationship, or part of such relationship with the customer, as the Receiver 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**

เพื่อความสะดวกของลูกค้า และเป็นการลดภาระความซ้ำซ้อนของลูกค้าในการนำเสนอเอกสาร/ข้อมูล/คำยินยอมให้กับบริษัทและสถาบันการเงินต่างๆ ที่เป็นเจ้าของผลิตภัณฑ์ที่ผู้รับเป็นตัวแทนขาย(หรือเป็นผู้จัดจำหน่าย) เป็นรายๆ ไป รวมทั้งกรณีที่ลูกค้าเปิดบัญชีกับบริษัท/สถาบันการเงินใดๆ ผ่านผู้รับ โดยหนังสือฉบับนี้ ลูกค้ารับทราบและยินยอมให้บุคคล(รวมนิติบุคคล)ดังต่อไปนี้ทั้งหมด(อันได้แก่ 1.บริษัทจัดการ/กองทุน/สถาบันการเงินใดๆ ที่ลูกค้าทำธุรกรรมทางการเงินผ่าน หรือเปิดบัญชีเงินฝาก หรือ บัญชีซื้อขายหลักทรัพย์ หรือใช้บริการทางการเงินอื่นใดทั้งโดยตรงหรือผ่านผู้รับ 2. ผู้สนับสนุนการขาย รายอื่นและผู้เกี่ยวข้องกับบริษัทจัดการ /กองทุน/สถาบันการเงินดังกล่าวข้างต้น, และ 3. สมาชิกของกลุ่มธุรกิจทางการเงินของผู้รับ, 4. ตัวแทน หรือผู้ที่เกี่ยวข้องหรือบริษัทในเครือ ของบุคคลดังกล่าวข้างต้นทั้งหมด) ทั้งในปัจจุบันและอนาคต มีสิทธิใช้เอกสารข้อมูล คำยืนยันและคำยินยอมใด ๆ เกี่ยวกับการแสดงตนและการเปิดเผยข้อมูล หรือหัก ณ ที่จ่าย ตามเอกสารฉบับนี้และเอกสาร/ข้อมูลที่เกี่ยวข้อง (ซึ่งต่อไปนี้จะรวมเรียกว่า "เอกสารและข้อมูล") ตามกฎหมายที่เกี่ยวข้องทั้งในและต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายป้องกันและปราบปรามการฟอกเงินและการสนับสนุนทางการเงินแก่การก่อการร้าย) เสมือนหนึ่งว่า ลูกค้าได้มอบเอกสารและข้อมูลนั้น และได้ให้คำยืนยัน/คำยินยอมกับบุคคลดังกล่าวข้างต้นทุกราย และให้บุคคลดังกล่าวข้างต้นและหน่วยงานราชการทั้งในและต่างประเทศและบุคคลที่เกี่ยวข้องทุกรายสามารถนำเสนอ / ใช้เอกสารและข้อมูลใดๆ 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.

ข้าพเจ้ารับทราบและตกลงปฏิบัติตามข้อกำหนดและเงื่อนไขต่าง ๆ ในเอกสารฉบับนี้ ซึ่งรวมถึงตกลงยินยอมให้มีการเปิดเผยข้อมูล การหักบัญชี และการยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับข้าพเจ้า เพื่อเป็นหลักฐานแห่งการนี้ 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.**

 ..... ผู้ขอเปิดบัญชี  
( ..... ) Applicant's Signature

ส่วนนี้สำหรับเจ้าหน้าที่ของ ผู้รับ เท่านั้น / This part is for officer of the Receiver's use only

เอกสารประกอบ (ถ้ามี) / Attachment (if any)

- ☐ W-9  
☐ W-8BEN-E

ผู้มีอำนาจลงนาม  
Authorized Person

## คำศัพท์ที่สำคัญ (Glossary of key terms)

เอกสารฉบับนี้เป็นสรุปเพื่อวัตถุประสงค์ในการให้ข้อมูลเท่านั้นและเป็นข้อมูลในลักษณะทั่วไป ทั้งนี้ ไม่ถือเป็นการให้คำปรึกษาทางภาษีหรือกฎหมาย ผู้รับเอกสาร FATCA Form (ตามนิยามที่ปรากฏใน FATCA Form) ไม่รับประกันความถูกต้อง ครบถ้วน และไม่รับผิดชอบต่อความผิดพลาดใดๆ หรือไม่รับผิดชอบต่อความเสียหายที่เกิดจากการยึดถือตามข้อมูลนี้ หากท่านมีข้อสงสัยใดๆ เกี่ยวกับสถานะของนิติบุคคลของท่านหรือแบบฟอร์มของสรรพากรสหรัฐ (U.S. IRS) โปรดขอความเห็นหรือคำปรึกษาจากผู้ที่สามารถให้คำปรึกษาเกี่ยวกับกฎหมายภาษีของสหรัฐอเมริกา

**นิติบุคคล (Entity)** - หมายถึง บุคคลตามกฎหมายหรือการจัดตั้งตามกฎหมาย ซึ่งไม่ใช่บุคคลธรรมดา

**บุคคลอเมริกัน (U.S. Person)** - เพื่อวัตถุประสงค์ในการจัดเก็บภาษี นิติบุคคลจะถือว่าเป็นบุคคลอเมริกัน ในกรณีที่เป็น

- ห้างหุ้นส่วนหรือนิติบุคคลที่จัดตั้งขึ้นในสหรัฐอเมริกา หรือจัดตั้งภายใต้กฎหมายของสหรัฐอเมริกาหรือรัฐใดของสหรัฐอเมริกา
- ทรัสต์จะถือเป็นบุคคลสหรัฐถ้า - (i) ศาลในสหรัฐอเมริกามีอำนาจภายใต้กฎหมายในการบังคับตามคำสั่งศาล หรือตัดสินในประเด็นต่างๆที่เป็นสาระสำคัญเกี่ยวกับการบริหารจัดการของทรัสต์ และ (ii) บุคคลสัญชาติอเมริกันหนึ่งหรือหลายคนที่มีอำนาจในการควบคุมการตัดสินใจเรื่องสำคัญต่างๆในทรัสต์
- ทรัพย์สินของผู้ตายซึ่งเป็นบุคคลอเมริกันหรือผู้มีถิ่นที่อยู่ในสหรัฐอเมริกา

### FATCA

FATCA เป็นคำย่อของ Foreign Account Tax Compliance Act ซึ่งเป็นกฎหมายทางภาษีของประเทศสหรัฐอเมริกา ที่มุ่งหาบุคคลอเมริกันที่มีทรัพย์สินทางการเงินนอกประเทศสหรัฐอเมริกา เป็นที่คาดว่ารัฐบาลไทยจะได้นำมาใช้บังคับกับประเทศสหรัฐอเมริกาอันเกี่ยวเนื่องกับกฎหมาย FATCA เพื่อแลกเปลี่ยนข้อมูลเกี่ยวกับ

- บุคคลอเมริกันที่มีทรัพย์สินทางการเงินในประเทศไทย และ
- ชาวไทยที่มีทรัพย์สินทางการเงินในประเทศสหรัฐอเมริกา

**สถาบันการเงิน (Foreign Financial Institution)** - หมายถึง สถาบันผู้รับฝากหลักทรัพย์ สถาบันที่รับฝากเงิน นิติบุคคลที่ดำเนินธุรกิจเกี่ยวกับการลงทุน หรือบริษัทประกันที่กำหนด ตามที่นิยามโดยกฎหมาย FATCA

**รายได้จากการลงทุนรายได้ทางอ้อม (Passive Income)** - โดยทั่วไปหมายถึงส่วนของรายได้รวมก่อนหักค่าใช้จ่ายที่ประกอบด้วย

- เงินปันผล และเงินจ่ายเงินทดแทนเงินปันผล (รายได้ที่เทียบเท่าเงินปันผล)
- ดอกเบี้ย และรายได้ที่เทียบเท่าดอกเบี้ย
- ค่าเช่า และค่าลิขสิทธิ์ (Royalties) ที่นอกเหนือจากค่าเช่าและค่าลิขสิทธิ์ที่ได้จากการประกอบการค้าหรือการทำธุรกิจ อย่างน้อยบางส่วน โดยลูกจ้างของนิติบุคคล
- เงินรายปี (Annuities)
- รายได้จากสัญญา Swap
- รายได้ค่าเช่าอสังหาริมทรัพย์ หากรายได้ดังกล่าวสามารถได้รับโดยไม่ต้องมีการดำเนินการเพียงเล็กน้อยจนถึงไม่ต้องดำเนินการใดๆ

**NFFE** - เป็นคำย่อสำหรับ Non-Financial Foreign Entity ซึ่งหมายถึงนิติบุคคลที่มีได้เป็นสถาบันการเงินตามนิยามของกฎหมาย FATCA

**นิติบุคคลที่มีรายได้หลักจากการประกอบกิจการที่ไม่ใช่การลงทุน (Active Non-Financial Foreign Entity)** - หมายถึง นิติบุคคลที่ไม่เป็นนิติบุคคลอเมริกันและไม่เป็นสถาบันการเงิน ที่เข้าเงื่อนไขข้อใดข้อหนึ่งดังต่อไปนี้

- (1) มีทั้งรายได้จากการลงทุนรายได้ทางอ้อม (passive income) น้อยกว่าร้อยละ 50 ของรายได้รวมก่อนหักค่าใช้จ่าย ในปีปฏิทินก่อนหน้าหรือในระยะเวลาการรายงานอื่นที่เหมาะสม และมีสินทรัพย์ที่เป็นสินทรัพย์ที่ก่อให้เกิดหรือเป็นสินทรัพย์ที่ถือไว้เพื่อก่อให้เกิดรายได้จากการลงทุนรายได้ทางอ้อม น้อยกว่าร้อยละ 50 ของสินทรัพย์ทั้งหมดที่นิติบุคคลดังกล่าวมีอยู่ในปีปฏิทินก่อนหน้าหรือระยะเวลาการรายงานอื่นที่เหมาะสม
- (2) หุ่นของนิติบุคคลดังกล่าวเป็นหุ่นที่มีการซื้อขายเป็นการทั่วไปในตลาดหลักทรัพย์ที่มีการจัดตั้งอย่างเป็นทางการ หรือนิติบุคคลดังกล่าวเป็นนิติบุคคลที่เกี่ยวข้องกับนิติบุคคลที่หุ่นมีการซื้อขายเป็นการทั่วไปในตลาดหลักทรัพย์ที่มีการจัดตั้งอย่างเป็นทางการ
- (3) เป็นนิติบุคคลที่จัดตั้งขึ้นในดินแดนของสหรัฐ (U.S. Territory) และผู้รับประโยชน์ของนิติบุคคลดังกล่าวทั้งหมดเป็นผู้มีถิ่นที่อยู่ในดินแดนของสหรัฐ
- (4) เป็นหน่วยงานรัฐบาล (รัฐบาลอื่นใดนอกเหนือจากรัฐบาลสหรัฐ) องค์การบริหารส่วนท้องถิ่น (ซึ่งมีความหมายรวมถึงรัฐ จังหวัด อำเภอ หรือเทศบาล) หรือหน่วยงานสาธารณะที่ทำหน้าที่ของรัฐบาลหรือองค์การบริหารส่วนท้องถิ่น หน่วยงานของรัฐบาลสหรัฐ องค์การระหว่างประเทศ ธนาคารกลางที่ไม่ใช่ธนาคารกลางของสหรัฐ หรือหน่วยที่มีหน่วยงานดังกล่าวข้างต้นแห่งหนึ่งหรือมากกว่าเป็นเจ้าของ
- (5) ธุรกิจหลักของนิติบุคคลดังกล่าว ประกอบด้วย การถือหุ้น (ทั้งหมดหรือบางส่วน) หรือให้สินเชื่อและบริการทางการเงินอื่นๆ แก่บริษัทลูกหนึ่งหรือหลายแห่งที่ประกอบธุรกิจเกี่ยวกับการค้าหรือธุรกิจอื่นที่ไม่ใช่ธุรกิจทางการเงิน ยกเว้นในกรณีที่นิติบุคคลดังกล่าวมีหน้าที่ (หรือทำหน้าที่เสมือน) เป็นกองทุนเพื่อการลงทุน อาทิ กองทุนเพื่อการลงทุนในหุ้นนอกตลาด กองทุนร่วมลงทุน กองทุนเพื่อการซื้อกิจการ หรือเครื่องมือการลงทุนอื่นใดที่มีวัตถุประสงค์ในการซื้อหรือให้เงินทุนในฐานะผู้ถือสินทรัพย์ทุนเพื่อวัตถุประสงค์ในการลงทุนในบริษัทใดๆ นิติบุคคลดังกล่าวจะไม่มีคุณสมบัติตามข้อนี้
- (6) เป็นนิติบุคคลที่จัดตั้งขึ้นโดยที่ยังไม่ได้เริ่มดำเนินธุรกิจและไม่มีประวัติการดำเนินธุรกิจมาก่อน แต่ได้ทำการลงทุนในสินทรัพย์ด้วยวัตถุประสงค์ในการประกอบธุรกิจใด ๆ ที่ไม่ใช่ธุรกิจสถาบันการเงิน ทั้งนี้ นิติบุคคลดังกล่าวจะไม่เข้าข่ายมีคุณสมบัติตามข้อนี้ หลังจากครบ 24 เดือนนับจากวันที่ได้มีการจัดตั้งนิติบุคคลขึ้น
- (7) เป็นนิติบุคคลที่กำลังอยู่ในขั้นตอนการขายสินทรัพย์เพื่อการชำระบัญชี หรืออยู่ระหว่างการปรับโครงสร้างโดยมีความตั้งใจที่จะดำเนินกิจการเดิมต่อไป หรือเริ่มดำเนินการใหม่ในธุรกิจอื่นนอกเหนือจากการเป็นสถาบันการเงิน ทั้งนี้ นิติบุคคลดังกล่าวต้องไม่เคยเป็นสถาบันการเงินในระยะเวลา 5 ปีก่อนหน้านี้
- (8) เป็นนิติบุคคลที่ประกอบธุรกิจในการให้สินเชื่อหรือการทำธุรกรรมเพื่อกระจายความเสี่ยง (hedging) แก่หรือเพื่อนิติบุคคลที่เกี่ยวข้องที่ไม่ใช่สถาบันการเงิน และไม่มีการให้สินเชื่อหรือทำธุรกรรมเพื่อกระจายความเสี่ยงแก่นิติบุคคลอื่นใดที่ไม่ใช่นิติบุคคลที่เกี่ยวข้อง ทั้งนี้ กลุ่มของนิติบุคคลที่เกี่ยวข้องในกลุ่มต้องเป็นนิติบุคคลที่ประกอบธุรกิจอื่นนอกเหนือจากการเป็นสถาบันการเงิน
- (9) เป็นนิติบุคคลที่ไม่ใช่สถาบันการเงินที่ได้รับการยกเว้น ตามที่กำหนดในหลักเกณฑ์ของกระทรวงการคลังสหรัฐที่เกี่ยวข้อง หรือ
- (10) เป็นนิติบุคคลที่มีคุณสมบัติตามเงื่อนไขข้อต่อไปนี้
  - (10.1) เป็นนิติบุคคลที่จัดตั้งและประกอบธุรกิจในประเทศที่เป็นถิ่นที่อยู่ของนิติบุคคลดังกล่าว โดยมีวัตถุประสงค์เพื่อการศาสนา การกุศล วิทยาศาสตร์ ศิลปะ วัฒนธรรม การกีฬา หรือการศึกษา หรือเป็นนิติบุคคลที่จัดตั้งและดำเนินการในประเทศที่เป็นถิ่นที่อยู่ของตนโดยมีลักษณะเป็นหน่วยงานทางวิชาชีพ กลุ่มของธุรกิจ หอการค้า หน่วยแรงงาน หน่วยงานทางการเกษตร หรือเป็นนิติบุคคลที่ดำเนินการในการส่งเสริมสวัสดิการสังคมเป็นการเฉพาะ
  - (10.2) เป็นนิติบุคคลที่ได้รับการยกเว้นภาษีเงินได้ในประเทศถิ่นที่อยู่
  - (10.3) เป็นนิติบุคคลที่ไม่มีผู้ถือหุ้นหรือสมาชิกที่ได้รับผลประโยชน์จากการเป็นเจ้าของหรือผลประโยชน์ตอบแทนจากรายได้หรือทรัพย์สินของนิติบุคคลนั้น
  - (10.4) กฎหมายที่บังคับใช้ในประเทศถิ่นที่อยู่ของนิติบุคคลดังกล่าวหรือข้อกำหนดตามเอกสารการจัดตั้งไม่อนุญาตให้มีการแจกจ่ายเงินได้หรือสินทรัพย์ของนิติบุคคลดังกล่าวให้เป็นผลประโยชน์ของบุคคลที่เป็นเอกชนหรือนิติบุคคลที่ไม่ใช่เพื่อการกุศลนอกเหนือจากที่เป็นการประกอบกิจการการกุศลของนิติบุคคลดังกล่าว หรือการจ่ายเงินที่เป็นค่าจ้างหรือค่าตอบแทนในการทำงาน หรือการจ่ายเงินเป็นค่าอสังหาริมทรัพย์ที่นิติบุคคลดังกล่าวได้ซื้อไว้ตามมูลค่ายุติธรรมของตลาด และ
  - (10.5) กฎหมายที่บังคับใช้ในประเทศถิ่นที่อยู่ของนิติบุคคลดังกล่าวหรือข้อกำหนดตามเอกสารการจัดตั้ง ต้องมีข้อกำหนดว่าในการเลิกกิจการหรือการยุบเลิกนิติบุคคลดังกล่าว สินทรัพย์ทั้งหมดจะต้องถูกโอนให้กับหน่วยของรัฐบาลหรือหน่วยที่ไม่แสวงหากำไรอื่น หรือให้สินทรัพย์ที่เหลืออยู่ตกเป็นของแผ่นดิน

**นิติบุคคลที่เกี่ยวข้อง (Related Entity)** - นิติบุคคลที่เป็น "นิติบุคคลที่เกี่ยวข้อง" กับนิติบุคคลอื่นถ้านิติบุคคลหนึ่งได้มีอำนาจควบคุมอีกนิติบุคคลหนึ่ง หรือนิติบุคคลสองแห่งที่อยู่ภายใต้การควบคุมเดียวกัน เพื่อวัตถุประสงค์ตามข้อนี้ การควบคุมรวมถึงความเป็นเจ้าของทั้งทางตรงและทางอ้อมมากกว่าร้อยละ 50 ของอำนาจในการออกเสียงหรือมูลค่าของนิติบุคคลนั้น และต่อไปนี้นำถือว่า ประเทศไทยอาจถือว่านิติบุคคลไม่เป็นนิติบุคคลที่เกี่ยวข้องกับนิติบุคคลอื่น ถ้านิติบุคคลทั้งสองแห่งนั้นไม่ได้เป็นสมาชิกของเครือบริษัทเดียวกันตามที่กำหนดไว้ในข้อ 1471(e)(2) ของประมวลรัษฎากรของสหรัฐ

## Glossary of key terms

This document is a summary for information purposes only and general in nature. It should not be considered as tax or legal advice. TMB makes no guarantee of its accuracy and completeness and is not responsible for any errors, nor shall TMB be liable for any loss that results from reliance upon this information. If you have any questions regarding your organization's status or U.S. IRS Forms, please seek advice from qualified U.S. tax advisor.

**Entity** - means a legal person or a legal arrangement, which is not a natural person.

**U.S. Person** - For federal tax purposes, an entity is considered a U.S. Person if it is:

- A partnership or corporation incorporated or organized in the United States or under the laws of the United States or any State thereof,
- A trust if - (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or
- An estate of a decedent that is a citizen or resident of the United States

### FATCA

FATCA is an abbreviation of Foreign Account Tax Compliance Act. This United States tax legislation is aimed at identifying U.S. Persons that have financial assets outside of the United States. By December 31, 2014, the government of the Thailand is expected to have concluded an agreement with the government of the United States related to FATCA with respect to the exchange of information regarding:

- U.S. Persons who have financial assets in the Thailand, and
- Thai taxpayers who have financial assets in the United States.

**Financial Institution** - means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company as defined under FATCA.

**Passive Income** - refers generally to the portion of gross income that consists of:

- Dividends and dividend substitute payments (income equivalent to dividend);
- Interest and income equivalent to interest
- Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE;
- Annuities;
- Income from swap-contracts;
- Rental income of real estate property provided that this income can be obtained by performing little to no activity.

**NFFE** - is an abbreviation of Non-Financial Foreign Entity, i.e., the entity which is non-financial institution by the definition of FATCA

**Active Non-Financial Foreign Entity (Active NFFE)** - means any NFFE that meets any of the following criteria:

- (1) Less than 50 percent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (2) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (3) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- (4) The NFFE is a non-U.S. government, a political subdivision of such government (includes a state, province, country, or municipality), or a public body performing a function of such government or a political subdivision thereof, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (5) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (6) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (7) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (8) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
- (9) The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulation; or
- (10) The NFFE meets all of the following requirements:
  - (10.1) It is established and operated in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
  - (10.2) It is exempt from income tax in its country of residence;
  - (10.3) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - (10.4) The applicable laws of the NFFE's country of residence or the NFFE's formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and
  - (10.5) The applicable laws of the NFFE's country of residence or the NFFE's formation documents require that, upon the NFFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFFE's country of residence or any political subdivision thereof.

**Related Entity** - An entity is a "Related Entity" of another entity if either entity controls the other entity, or two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote or value in an entity. Notwithstanding the foregoing, Thailand may treat an entity as not a Related Entity of another entity if the two entities are not members of the same expanded affiliated group.

**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY

**Instead use Form:****Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner		<b>2</b> Country of incorporation or organization											
<b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)													
<b>4</b> Chapter 3 Status (entity type) (Must check one box only): <table border="0" style="width:100%"><tr><td><input type="checkbox"/> Simple trust</td><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Partnership</td></tr><tr><td><input type="checkbox"/> Central Bank of Issue</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Private foundation</td><td><input type="checkbox"/> International organization</td><td><input type="checkbox"/> Government</td></tr></table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. <span style="float:right"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>				<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization	<input type="checkbox"/> Government
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Partnership									
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization	<input type="checkbox"/> Government									
<b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table border="0" style="width:100%"><tr><td style="vertical-align:top; width:50%"><input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).  <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.  <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.</td><td style="vertical-align:top; width:50%"><input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.  <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. 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<b>6</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address). <table border="1" style="width:100%"><tr><td style="width:70%">City or town, state or province. Include postal code where appropriate.</td><td style="width:30%">Country</td></tr></table>				City or town, state or province. Include postal code where appropriate.	Country								
City or town, state or province. Include postal code where appropriate.	Country												
<b>7</b> Mailing address (if different from above) <table border="1" style="width:100%"><tr><td style="width:70%">City or town, state or province. Include postal code where appropriate.</td><td style="width:30%">Country</td></tr></table>				City or town, state or province. Include postal code where appropriate.	Country								
City or town, state or province. Include postal code where appropriate.	Country												
<b>8</b> U.S. taxpayer identification number (TIN), if required		<b>9a</b> GIIN	<b>b</b> Foreign TIN										
<b>10</b> Reference number(s) (see instructions)													

**Note:** Please complete remainder of the form including signing the form in Part XXX.

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- ☐ Branch treated as nonparticipating FFI. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.
- ☐ Participating FFI. ☐ Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any) \_\_\_\_\_

**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** ☐ The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- b** ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- |  |   |
|--|---|
| <input type="checkbox"/> Government                                  | <input type="checkbox"/> Company that meets the ownership and base erosion test                         |
| <input type="checkbox"/> Tax exempt pension trust or pension fund    | <input type="checkbox"/> Company that meets the derivative benefits test                                |
| <input type="checkbox"/> Other tax exempt organization               | <input type="checkbox"/> Company with an item of income that meets active trade or business test        |
| <input type="checkbox"/> Publicly traded corporation                 | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> Other (specify Article and paragraph): _____                                   |
- c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):
- The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_
- of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_
- Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part IV Sponsored FFI**

- 16** Name of sponsoring entity: \_\_\_\_\_
- 17** **Check whichever box applies.**
- ☐ I certify that the entity identified in Part I:
- Is an investment entity;
  - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
  - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- ☐ I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
  - Is not a QI, WP, or WT;
  - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
  - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.



**Part V Certified Deemed-Compliant Nonregistering Local Bank**18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

**Part X Owner-Documented FFI (continued)****Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

**Check box 24d if applicable** (optional, see instructions).

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

- 25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Check box 25b or 25c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Part XII Nonreporting IGA FFI**

**26** ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ . The trustee is: ☐ U.S. ☐ Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**

**27** ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XIV International Organization**

**Check box 28a or 28b, whichever applies.**

**28a** ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).

**b** ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

**Check box 29a, b, c, d, e, or f, whichever applies.**

**29a** ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

**b** ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

**c** ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

**Part XV Exempt Retirement Plans** *(continued)*

- d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30 ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32 ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33 ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34 ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXI 501(c) Organization**

**35** ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

**36** ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

**Check box 37a or 37b, whichever applies.**

**37a** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).

**b** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
- The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

**38** ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

**39** ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

**40a** ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

**Check box 40b or 40c, whichever applies.**

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

**Part XXVII Excepted Inter-Affiliate FFI**

**41** ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

**Part XXVIII Sponsored Direct Reporting NFFE** (see instructions for when this is permitted)

**42** Name of sponsoring entity: \_\_\_\_\_

**43** ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

**Part XXIX Substantial U.S. Owners of Passive NFFE**

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

**Part XXX Certification**

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

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W;
- The entity identified on line 1 of this form is not a U.S. person;
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

**I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.**

**Sign Here** 

\_\_\_\_\_  
Signature of individual authorized to sign for beneficial owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date (MM-DD-YYYY)

☐ I certify that I have the capacity to sign for the entity identified on line 1 of this form.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## POWER OF ATTORNEY

Date:.....

By means of this letter, I ..... with ID card no. ....  
Nationality..... residing at no. .... Alley/Soi..... Road .....  
Sub-District ..... District..... Province..... Postal code .....  
Telephone ....., hereinafter referred to as principal, do hereby authorize.:

Mr./Mrs./Miss..... with ID card no. ....  
Nationality..... residing at no. .... Alley/Soi..... Road .....  
Sub-District ..... District..... Province..... Postal code .....  
Telephone..... Relationship with the principle as.....

### **Details of the Authorized Person**

#### 1. Money Laundering Infringement Record

( ) No ( ) Yes (please specify).....

### **Occupation**

☐ Investment ☐ Housewife ☐ Student/College Student ☐ Retiree ☐ State Enterprise Employee ☐ Corporate Employee ☐ Government Employee ☐ Politician ☐ Family Business ☐ Business Owner ☐ Physician/Nurse ☐ Teacher/Lecturer ☐ Self-Employee ☐ Other, please specify.....

### **Business Type**

☐ Antique Trading ☐ Hotel/Restaurant ☐ Foreign Currency Exchange ☐ Real Estate ☐ Jewelry/Gold Trading ☐ Insurance/Assurance ☐ Casino/Gambling ☐ Legal Entertainment Business ☐ Travel Industry/Travel Agency ☐ Armament ☐ University/School/Education Center ☐ Financial Service/Banking ☐ Domestic or International Money Transfer ☐ Co-operative/Foundation/Association/Club/Temple/Mosque/Shrine ☐ Recruitment Agency ☐ Other (please specify).....  
Company Name ..... Position..... Telephone.....  
Monthly income..... Baht, Other monthly income..... Baht, Sources of other income (if any).....

Hereinafter referred to as attorney, have the authority to conduct transactions with Krungsri Securities Public Company Limited on my behalf as follows:

1. Purchase, sell, transfer, take transfer, and subscribe for all types of securities and/or derivatives traded on the Stock Exchange of Thailand, Thailand Futures Exchange Public Co., Ltd and others on behalf of principle;
2. Execute and/or sign any relevant and necessary letters, documents or certify any relevant aforesaid documents to achieve the purpose of this power of attorney;
3. Principal shall not revoke any authority to act on behalf of principle of the attorney without notifying Krungsri securities Public Company Limited at least 7 days in advance.

Principal hereby assumes responsibility for any acts performed by attorney in accordance with the powers granted under this power of attorney and such acts shall be binding upon principal. In testimony whereof, principal and attorney hereby sign their names and seal (if any) in the presence of witnesses as of the date, month, year stated above.

Signature.....Principal

(.....)

Signature.....Witness

(.....)

Signature.....Attorney

(.....)

Signature.....Witness

(.....)

## Automatic Transfer System Form

Place.....

Date..... Month..... Year.....

To: Manager of .....

Headquarter/Branch.....

I, ....., the owner of account type.....

Account No. (10 digit) ..... Account name .....

Contact address no. .... Alley/Soi.....

Road..... Sub- District/Kwang..... District/Khet.....

Province..... Postal code .....Telephone/Mobile.....

I wish to authorize the Bank to make deduction from my aforesaid account to pay off debts and/or investment units subscription and/or obligations with Krungsri Securities Public Company Limited (hereinafter referred as “the Company”) in accordance with the amounts shown in the invoices, subscription form and/or computer data or electronic data or the orders which the Bank received from the Company and/or the Company’s representatives and/or any other person appointed or designated by the Company and/or on behalf of the Company.

I agreed to pay service charges and/or investment unit subscription and/or fees and/or other incur expenses concerned the deduction services to the Bank as the Bank specified. I hereby authorized the Bank to make deduction from my aforesaid account and/or other of my accounts with the Bank to pay for the said service charges and/or investment unit subscription and/or fees and/or the expenses.

Despite such deduction of the money from my account for settlement of the debts and/or investment unit subscription and/or obligations to the Company, and it later appears that amount of money of which informed by the Bank was inaccurate and, however, the Bank has already deducted such amount from my account pursuant to the amount appearing on the invoice, I agree to claim such amount from the Company directly and I hereby waive my right to claim or to sue the Bank for any compensation and/or the recovery of the money which was deducted and transfer the Company’s account and/or service charges and/or investment unit subscription and/or fees and/or other incur expenses (if any). I further agree that the Bank may deduct money from my account only if sufficient fund is available in such account for the deduction. I also accept that I do not wish the Bank to notify me the deductions, since such deduction entry can be verified from my bank passbook and/or the bank statement and/or receipts and/or receipts of the Company.

In the event if the document evident and the account number of the aforesaid account has been changed by whatsoever reason, I agree that this letter of request for deduction account shall remain effective for the account affected by such changes. The above mentioned Automatic Transfer System Form shall become promptly effective from the execution date of this letter and shall remain valid until a written revocation is advised to the Bank and the Company otherwise not less than 30 days in advance.

Sincerely yours,

Signed.....Consent Giver  
(.....)  
(As given to The Bank)

<p>Certified by</p> <p>Signed..... (.....) Krungsri Securities Public Company Limited</p>	<p>I have verified the bank account and the consent giver’s signature.</p> <p>Signed..... (.....) Signature of Branch’s Authorized Person</p>
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# Investment Services Agreement

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

This agreement is made at Krungsri Securities Public Company Limited by and between the person whose name is signed at the end of this agreement (hereinafter referred to as the “Customer”), of the one part, and Krungsri Securities Public Company Limited (hereinafter referred to as the “Company”), of the other part.

Whereas the Customer wishes to open an investment account with the Company for the purpose of using various types of investment services, both parties hereby agree as follows.

## Clause 1. Definition

1.1 In this agreement, the term:

“**Company**” means Krungsri Securities Public Company Limited.

“**Customer**” means the person signing an application to open a securities trading account with the Company, including an agent or a person authorized by the Customer, whether expressly or impliedly, to sign or place orders or perform any acts under this agreement directly for and on behalf of the Customer (for example, to receive or to deliver documents).

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

“**SET**” means the Stock Exchange of Thailand.

“**OTC Center**” means over-the-counter center under the law on securities and exchange, including any over-the-counter center for debt instruments.

“**Securities Depository Center**” means Thailand Securities Depository Company Limited and/or a person licensed to operate the business of a securities depository center under the law on securities and exchange.

“**Derivatives Exchange**” means Thailand Futures Exchange Public Company Limited and/or a person licensed to operate the business of derivatives exchange under the law on derivatives.

“**Futures Exchange**” means Thailand Futures Exchange Public Company Limited, futures or derivatives exchange and other centers through which derivatives trading is carried out in and out of the country.

“**Clearing House**” means Thailand Clearing House Company Limited and/or a person licensed to operate the business of a clearing house under the law on securities and exchange and/or a person licensed to operate the business of a derivatives clearing house under the law on derivatives.

“**Management Company**” means a securities company licensed to operate the securities business of mutual fund management.

“**Securities**” means securities under the law on securities and exchange.

“**Default Interest**” means an interest at the rate of 15 percent per annum or at any other rate as announced by the Company from time to time (if any), whichever is higher. The interest rate announced by

the Company may be adjusted upward or downward as the Company deems appropriate, without the need for a prior consent from the Customer. Such interest shall accrue from the date the Customer defaults in a payment under this agreement until such payment is made in full.

**“Derivatives”** means derivative contracts arranged for trading by the Derivatives Exchange.

**“Customer’s Assets”** means assets of the Customer under the SEC’s Notification Re: Custody of Customer’s Assets of Securities Companies and/or assets of the Customer under the SEC’s Notification Re: Custody of Customer’s Assets of Derivatives Agents.

**“Relevant Regulations”** means the law on securities and exchange and/or the law on derivatives and/or any other laws, including regulations, articles, notifications or orders issued by the SEC or the SET or the Securities Depository Center or the Derivatives Exchange or the Clearing House or the Company and/or any other competent authority.

**“Business Day”** means a day on which the SET or the Securities Depository Center or the Derivatives Exchange or the Clearing House is open for normal business, as the case may be.

**“Force Majeure”** means a force majeure event as defined under the Civil and Commercial Code.

**“Transaction”** means securities trading and/or derivatives trading and/or purchasing of securities with a credit balance account and/or trading of Securities which are to be issued and offered by the Company and/or investment unit trading, including other transactions as further specified by the Company as being governed by the agreement and/or these terms and conditions and the specific terms and conditions set out in the additional terms relating to each type of such transaction.

**“Transaction Account”** means a securities trading account, a derivatives trading account, an investment unit trading account or any other account that the Customer opens with the Company in connection with the Customer’s Transactions, unless specifically defined otherwise.

**“Internet/Online Transaction”** means trading, account opening, placing and receiving any order or any other Transaction relating to the provision of financial services that is conducted via a system with the following characteristics:

- (1) connecting through a public network;
- (2) there is an internet service provider (ISP) providing a public service; and
- (3) there is a computer system that is used in receiving or placing trading orders through the Internet (order management) that is separate from the computer system that is used in receiving or placing trading orders through the Company’s authorized officer (broker front office) or trading through the Internet in any other manners and/or through any electronic means as specified by the SET and/or the Futures Exchange and/or the Office of the SEC and/or the Capital Market Supervisory Board.

**“Username”** means a group of alphabets and/or numbers specified by the Company that has been agreed with the Customer as a symbol of access of the Company’s system by the Customer. The Username has to be used together with the Password.

**“PIN CODE”** means a group of numbers that the Company has delivered to the Customer or a group of numbers that the Customer has subsequently created, and the Customer and the Company have jointly agreed as an indication of a transaction conducted by the Customer under the agreement and/or these terms and conditions.

**“Password”** means a group of alphabets and/or numbers specified by the Customer that has been agreed with the Company as a symbol of access of the Company’s system by the Customer. The Password has to be used together with the Username.



**“Transaction Documents”** means documents for the Customer’s account opening, terms and conditions contained herein, additional terms relating to each type of Transaction, pledge agreements, investor manual, clarification documents for investors, risks disclosure documents, including all documents and various forms relating to the Transactions.

**“Reporting Documents”** means securities trading confirmations and/or derivatives trading confirmations and/or confirmations of any other Transactions and/or monthly statement reports, including information, reports and any other documents.

**“Accounting Period”** means a one-year period of securities trading starting from 1 January (or the date of account opening) and ending on 31 December of each year (or the date of account closing).

1.2 Unless expressly defined otherwise in the terms and conditions of this agreement or the context requires otherwise, all definitions used in these terms and conditions shall have the same meanings as defined by law and the Relevant Regulations. In the case where a definition conflicts with or is inconsistent with the law and the Relevant Regulations, the definition as specified by the law and the Relevant Regulations shall prevail.

1.3 A reference to any law or legislation refers to that law as amended or re-enacted or a new legislation that is enacted and enforced in place of such law, and includes various subordinate rules and regulations issued under such law.

## **Clause 2. Appointment and Authorization**

The Customer agrees to use the investment services of the Company by opening an investment account and appointing and authorizing the Company to act as agent and broker for securities trading, derivatives agent and investment units selling agent, and to use any other investment services as subsequently specified by the Company. The Company is entitled to announce and specify such other investment services on related websites via the Internet network and/or deliver such information to the Customer by any method as the Company sees fit. The Company has the right to make any changes without an advance notice.

The Customer agrees to authorize the Company to perform any act for and on behalf of the Customer as follows:

### **2.1 Where the Customer uses the agent and broker for securities trading service**

2.1.1 To purchase, sell, accept a transfer, transfer and subscribe for Securities both in and out of the SET or the OTC Center in the quantity and at the price corresponding to an order received from the Customer, whether verbally or in writing, via telephone, facsimile, the Internet system, online system or by any other means, including to receive, deliver, hold as collateral and possess such Securities and to sign any documents for the aforesaid purposes.

2.1.2 To make payment for a purchase of Securities including fees, expenses, taxes and duties applicable to such purchase and to accept payments for a purchase of Securities, dividends or any other moneys in relation to the Securities.

2.1.3 To hold money and/or to pledge or perform any act as prescribed by law in order to enable the Company to have preferential right over the Securities and/or benefits and/or the Customer’s Assets as collateral for debts owed by the Customer or by other persons to the Company, and to perform any act to release pledge of assets by signing documents, instruments or any other notices in relation thereto with related persons, or to perform any act in relation to securities trading such as registration and notification of a pledge, suspension of transfer and registration etc.

2.1.4 To enter into any juristic act in the name of the Customer, whether on behalf of the Company itself or a third party, and the Customer consents to the Company acting as an agent of such third party.

2.1.5 To accept the transfer, deliver share certificates and accept delivery of share certificates, instruments or documents representing rights in shares and Securities of the Customer and to sign any and all instruments and documents for the aforementioned purposes.

2.1.6 To appoint a sub-agent, a sub-broker, a sub- attorney or a sub-proxy to perform any act as an agent and/or broker, attorney and proxy on behalf of the Customer.

## 2.2 Where the Customer uses the derivatives agent service

2.2.1 To be empowered to act as derivatives agent and to perform any act in relation to derivatives trading on behalf and in the name of the Customer, and to perform any necessary act with respect to Derivatives and goods or variables. The Company is also entitled to appoint a sub-agent or to delegate to any person to perform such acts.

2.2.2 Such authorization shall include the authorization to the Company for examining and rectifying any other benefits in relation to Derivatives and goods or variables for the Customer. The Company is also entitled to exercise the Customer's rights under Derivatives and goods or variables in the case where the Company has considered that it is for the Customer's benefit. The Company shall also be authorized to receive payment or to make payment of money and/or fees and/or other expenses with respect to derivatives trading and goods or variables, to demand, to accept or to place collateral with the Company and/or the Derivatives Exchange and/or the Clearing House and to deduct and remit taxes.

## 2.3 Where the Customer uses the selling agent for investment unit service

In respect of investment service in investment units, the Customer agrees to authorize the Company as agent for investment unit trading without the disclosure of investment unit holder's identity ("Omnibus Account"), and as agent for investment unit trading by disclosing investment unit holder's identity ("Segregated Account") and authorize the Company to:

2.3.1 Open an account for purchase and/or redemption and/or switching of investment units (including subscription) of various mutual funds under the management of the Management Company.

2.3.2 Contact the Management Company and/or mutual fund supervisors and/or fund registrars to exercise rights as an investment unit holder.

2.3.3 Contact, coordinate and sign any documents in relation to the Customer or to conduct any Transaction in connection thereto, including to perform any necessary act to achieve the objectives of this agreement or for the completion of the aforementioned tasks.

2.3.4 Amend or make changes to the Customer's personal data.

2.3.5 Appoint and revoke the appointment of sub-agent to perform any act under the conditions of this agreement.

2.3.6 Sign order forms for the subscription and/or redemption and/or switching of investment units (including subscription forms for investment units) and/or any other related documents, and placing orders for any subscriptions, redemptions and/or switching of investment units under the management of the Management Company via electronic channels or other methods as specified by the Management Company.

2.3.7 Settle investment unit subscription payments with the Management Company and accept the proceeds from investment unit redemptions including any benefits derived from the investment in the

investment units and to credit such proceeds into the bank account which the Customer has informed the Company or which the Customer has informed of any change.

2.3.8 Receive information in relation to the subscription, redemption and/or switching of investment units, as well as information in relation to the Customer's investment unit holdings, and to deliver such information and documents representing rights in the investment units to the Customer.

2.3.9 Deduct withholding tax and/or issue withholding tax deduction certificate and/or remit withholding tax (in the case of an Omnibus Account).

2.4 The Customer and the Company agree that this agreement is the Customer's power of attorney authorizing the Company to perform acts under this agreement without further need to execute an additional power of attorney. The Customer agrees not to terminate the terms in this agreement or to revoke such authorization, whether entirely or partially, except if this agreement ends.

2.5 The Company has the power to contact, coordinate and sign any letters, documents or instruments which the Company has performed in the capacity as the authorized person of the Customer, including to perform any other acts as necessary and appropriate to achieve the purpose of the authorization under this agreement.

2.6 The Customer agrees that any act performed by the Company for or on behalf of the Customer under this agreement shall be deemed as the actions taken by the Customer him/herself. The Customer will not refuse responsibility or dispute or object to any such act in any respect.

2.7 In the event that the Customer dies or is ordered to be under receivership or is adjudged bankrupt or becomes an incompetent or quasi-incompetent person, the Customer agrees that the Company shall have the power to manage or undertake any actions with the Securities, Derivatives, investment units, money, assets, claims or any benefits of the Customer in order to protect and preserve the interests of the Customer and/or the Company. In this respect, the Company shall have the right to immediately sell all or part of the Securities to settle all debts that the Customer owes to the Company.

### **Clause 3. Transaction Documents**

#### **3.1 Applicability of Transaction Documents**

3.1.1 The Customer agrees that this agreement shall be applicable to all types of Transactions that the Customer enters into with the Company (whether such Transactions have been entered into as at the date of this agreement or in the future). In the event that the Customer enters into or orders the Company to enter into any additional Transactions, the Customer agrees and consents to be bound by the terms of this agreement and the specific terms which set out additional terms applicable to that specific type of Transactions without the need for the Customer to further enter into or sign this agreement or any other additional documents. Nonetheless, as evidence of confirmation of a Transaction, the Company may require the Customer to enter into or sign a document confirming such Transaction either before or after the entering into or the giving of an order to the Company to enter into the Transaction.

**3.1.2 The Customer agrees that the Customer consents to be bound by this agreement and the additional terms applicable to each type of Transaction as specified in the attachments to this agreement. The additional terms applicable to each type of Transaction will be applicable to the Customer only in the case where (a) the Customer has agreed to enter into and/or entered into the relevant Transaction by methods specified in the additional terms for each type of Transaction or as specified by the Company, and (b) the Company has accepted, whether or not in writing, to provide services to the Customer. If there are any additional terms relating to other types of Transactions other than those specified or included in this agreement, the Company shall deliver only such additional terms to the Customer and such additional terms shall be applicable to the**

**Customer only in the case where the Customer has entered into such additional Transactions with the Company.**

**The Company reserves the right to refuse to provide the services in respect of all or certain types of Transactions if the Company, in its discretion, deems the Customer to be insufficiently suitable for the Transactions or the Company's provision of the services may violate or conflict with the laws or for any other reasons. The Customer has no right to claim against the Company for any losses that may arise from the Company's refusal to provide the services, except in the case of willful misconduct or gross negligence of the Company, its directors, employees, agents or representatives.**

3.1.3 The Customer agrees that this agreement and/or all additional terms and conditions applicable to each type of Transaction (whether specified in this agreement or delivered to the Customer in the future), account opening documents and all documents and various forms relating to the Transactions are considered as one and the same agreement and are collectively referred to under the definition of "Transaction Documents".

3.1.4 In entering into a Transaction between the parties, when there is an agreement and confirmation from both parties that they intend to enter into such Transaction (whether or not such agreement and confirmation are made in writing or via the Internet system, electronic system, telephone or any other means as specified by the Company), it shall be deemed that the Transaction is binding on the parties immediately once there is such agreement and confirmation. The Company shall be entitled to rely on and proceed in accordance with the order or the agreement and confirmation from the Customer as the Company sees fit even if the Customer may not have signed any Transaction Documents and various forms relating to the Transaction at the time of receipt of the agreement and confirmation.

3.1.5 If there is any conflict between the provisions of this agreement and the provisions in the additional terms relating to the Transaction that the Customer enters into, the latter shall prevail, but only to the extent it relates to the specific Transaction. For the avoidance of doubt, if any provisions in these terms and conditions expand or supplement the additional terms relating to each type of Transaction, or any provisions in the additional terms relating to each type of Transaction expand or supplement these terms and conditions, then those provisions shall not be deemed to be in conflict in such case.

3.1.6 In the event where the Customer has entered into or signed agreements, forms or any terms and conditions in relation to the provision of financial services or any Transactions before the entering into and execution of the terms and conditions of this agreement and the relevant Transaction Documents, it shall be deemed that the terms and conditions of this agreement and the relevant Transaction Documents constitute the whole agreement between the Customer and the Company and shall supersede and replace any prior terms and agreements between the Customer and the Company that relate to or are in connection with the provision of financial services or relevant Transactions.

### **3.2 Opening of a Transaction Account and trading limit**

3.2.1 For the purpose of entering into Transactions under the terms and conditions relating to the provision of investment services in this agreement, the Customer agrees to completely fill in forms and sign account opening documents, power of attorney, Automatic Transfer System (ATS) application form and other relevant documents in the form specified by the Company and to deliver other supporting documents as requested by the Company which shall form an integral part of the "Transaction Documents". After the Company has verified the Transaction Documents and agreed to open an account for the Customer, the Company will notify the Customer and deliver the account number to be used by the Customer to enter into Transactions under this Investment Services Agreement together with all relevant Transaction Documents (hereinafter referred to as "Transaction Account").

**The Customer has thoroughly read and acknowledged all information from the Company's officer regarding relevant laws, terms and conditions applicable to the provision of the**

**investment services and other Transaction Documents, and the Customer agrees to strictly comply with the aforementioned.**

3.2.2 The Customer agrees to transfer cash to a bank account in the name of the Company for the Customer or to the Company's other bank account (with the bank account name and number as notified by the Company to the Customer) in the amount and by the method and within the time period specified by the Company. Such deposit may be for the purpose of account opening or placement of collateral or additional deposit at any one time, including additional deposit from sale proceeds of Securities or any other moneys (including interest earned by the Company from such money deposited by the Customer or delivered to the Company).

3.2.3 The Customer agrees to have a bank account in the name of the Customer (with the bank account name and number as notified by the Customer to the Company) and which the Customer has completed an Automatic Transfer System (ATS) application form and submitted the same to the bank or has used any other method to authorize the bank to debit amount from such bank account, and to maintain sufficient fund required to settle debts owed to the Company in accordance with the method and within the time period specified by the Company. On the basis of the Customer and/or the Company have/has debt payment obligations and/or mutual obligations towards each other under the terms and conditions relevant to the provision of investment services or under an agreement or any other account that the Customer has or maintained with the Company, the Customer and the Company each agrees to consent to the bank (which the Customer has notified the Company) to debit the bank account for automatic transfer to the Company as rightful settlement of the Customer's debts and/or obligations owed to the Company or the Company's debts and/or obligations owed to the Customer in accordance with the terms and conditions relevant to the provision of investment services. All parties have knowledge of the rules, methods and terms expressly specified by the bank. The foregoing shall not limit the right of either party to settle debts by other method.

In the case where the Company has advanced a payment as account deduction fee, the Customer consents to the Company to debit the bank account for automatic transfer to the Company and/or to deduct from an amount which the Company has to deposit in the bank account for automatic transfer to the Company or to pay by any other method as specified by the Company. It shall be deemed that the money received by the Customer after the deduction of fees and expenses by the Company is the full payment to the Customer, or the money debited from the bank account for automatic transfer to the Company after the deduction of fees and expenses which have to be paid by the Customer is the money received by the Company as debt payment, as the case may be.

3.2.4 In respect of approval of account opening for each type of investment and determination of trading limit for investment or for each type of Transaction, the Company, at its sole discretion, may approve the opening of an account and determine the appropriate trading limit and any conditions applicable to each type of investment by the Customer. The Customer may only use an investment service only after the Company has approved the Customer's use of that particular type of investment service, and the Company has the right to specify the conditions and procedures applicable to the Customer's first use of the service in respect of each type of investment service as the Company sees fit. The Company has the right to refuse or to not approve the Customer's application to use all or certain types of investment services if the Company considers the Customer to be unsuitable for the Transactions or the use of the investment services may violate or conflict with the laws and/or the Relevant Regulations and/or as the Company considers appropriate. The Customer has no right to claim against the Company for any losses. The Company's rights include the right to increase or decrease the trading limit with immediate effect without having to notify the Customer or obtain the Customer's consent in advance. This determination of trading limit shall not limit the actual liabilities of the Customer under or in connection with the terms and conditions of the services under this agreement and the additional terms for each type of Transaction.

In providing the services as agent and broker for securities trading, the Company has the right to limit the trading amount and impose any conditions for any Securities on each day, and may require the

Customer to deposit money into the account with the Company prior to each Securities purchase order at the rate specified by the Company.

### **3.3 Set-off rights**

The parties have set-off rights for all types of debts that become due and payable under the Transaction Documents for the purpose of debt settlement under all Transaction Documents, regardless of the required place of payment or currency. In the case where the debts between the parties are in different currencies, the Company may exercise the set-off rights by converting the currency of either one of such debts to the same currency as that of the other one at the market rate applicable to normal business. If an event of default occurs under the Transaction Documents, the parties agree that their debts owed to each other shall become immediately due and payable and the parties shall immediately have the right to set-off such debts.

Following the set-off, if both parties have any payment obligations towards each other under the Transaction Documents, it shall be deemed that the amount payable has been paid and the debt obligations have been discharged by such set-off, and the party that has an obligation to pay the remaining amount shall only need to pay the net amount payable to the other party, unless both parties agree otherwise.

However, this Clause 3.3 shall not be applicable in the case where the Customer orders the Company to purchase Securities and sell those Securities without having paid the purchase value. In such case, the Customer shall fully pay the purchase value before the Company remit the sale price to the Customer.

### **3.4 The right to enforce collateral for all of the Customer's debts under the Transaction Documents**

To the extent permitted by law and pursuant to the provisions relating to collateral under Clause 7 (Collateral) of the terms and conditions of this agreement, the parties agree that the collateral (including Securities, cash and any other assets) that the Company requires to be deposited for trading and/or debt payment to the Company for any Transactions under any Transaction Documents shall be deemed as collateral for the trading and/or the Customer's debt payment for all types of debts of the Customer under all relevant Transaction Documents, including various expenses, brokerage fees, taxes and duties, interest, advance payments, operating fees, charges accessory to the debts and all damages that the Customer is responsible to the Company, whether under an account governed by the terms of any Transaction Documents and/or agreement or any other account that the Customer has or has opened with the Company and the Company may proceed in respect of such collateral in accordance with the terms of Clause 7.

## **Clause 4. The Customer's Warranties, Representations and Consents**

4.1 The Customer is competent and has the power and authority under the law to enter into these Transaction Documents and is competent to make debt payments and to perform the obligations under this Investment Services Agreement. The Customer is acting in his/her own capacity and not as a representative of another person and the Customer is the end beneficiary of the use of the investment services under this agreement.

4.2 The Customer confirms to the Company that no other person is the ultimate controlling person.

4.3 The Customer has the requisite knowledge and understanding of the laws, regulations, conditions and the common practices relevant to the execution of any Transactions under the terms and conditions of this agreement as specified by the SEC, the Capital Market Supervisory Board, foreign regulatory agencies and/or the SET, the Futures Exchange, the Securities Depository Center, the Clearing House and/or the agencies, organizations, securities business associations and/or any other securities exchanges and any other government regulatory agencies (in and outside the relevant countries) such as

self-regulatory organization. The Customer shall act in good faith and in the same manner that general investors would act and shall not, in all cases, cause damage to the system supporting each type of Transaction or take advantage of any channel or unusual circumstances or a loophole in the system for his/her own benefit (collectively referred to as "Unwanted Behaviors").

4.4 The Customer acknowledges and agrees to be bound to the Company in accordance with relevant laws and/or notifications, rules, regulations and articles that are in relation to the use of investment services under this agreement, whether applicable at the time of entering into this agreement or in the future. In the event that such laws and/or notifications, rules, regulations and articles are amended or supplemented in such a way as to affect any terms of this agreement and/or if the Company considers appropriate, the Customer agrees to be immediately bound to the Company in accordance with such amendments or supplements. The Company has the right to make any changes without the need to give an advance notice. The provisions, as amended or supplemented, shall form an integral part of this agreement.

4.5 The Customer has read and acknowledged the manual and/or clarification documents with respect to the execution of each type of Transaction as appear on the Company's website and/or any other documents received from the Company, and agree to comply with such manual and/or clarification documents.

4.6 On the date of delivery of information and documents to the Company and on the date of execution of the Transaction Documents, all information and documents provided by the Customer to the Company are true, up-to-date, complete and correct in all respects, and do not contain any statement that would mislead the Company in any respect. The Company shall be entitled to rely on such information and documents. The Customer has not concealed or provided inaccurate facts or circumstances that are material and which may have affected the Company's decision to execute the Transaction Documents had the Customer disclosed such facts or circumstances to the Company.

**In the event of any change to the Customer's information in the above paragraph, the Customer has the obligation to immediately notify the Company of such change in accordance with the form and method specified by the Company. The Company shall not be liable for any loss suffered by the Customer as a result of the Customer's own failure to comply with such obligation.**

4.7 The Customer acknowledges and consents that the Company may require the Customer to prepare and sign additional application to use the services, notification of changes of information, forms or documents and/or any other evidence or for the purpose of making changes to the information in accordance with the conditions and the forms specified by the Company, and to deliver such application to use the services, notification of changes of information, forms or documents and/or evidence to the Company within the time period specified by the Company.

4.8 The Customer shall not engage in or omit to engage in any act that should have been taken in relation to the use of the investment services under this agreement that results in the Company, its directors, officers or employees or any other persons being subject to penalty or liability or losses in any matters which the Company and such persons have a duty to comply with under the laws and/or the Relevant Regulations.

4.9 The Customer acknowledges and consents to the Company recording the Customer's conversation over the telephone or by any other similar equipment with the Company's authorized officer in accordance with the criteria, conditions and methods specified by the Company, including the recording of any electronic data with or without an automatic warning equipment sound. The Customer consents to such audio tapes or the equipment used for the recording of such conversation to be accepted as evidence confirming the facts, orders or any acts in relation to the Transactions or in relation to the Customer's Transaction Documents. The Customer authorizes the Company to have the right to rely on and act in accordance with any orders, instructions or any communication with the Customer by way of telephone,

electronic mails or any other means or media as agreed between the Company and the Customer and which the Company genuinely believes to have come from the Customer or a person authorized to act on behalf of the Customer. In this regard, the Company may make inquiries for relevant information to confirm the identity of the Customer or the authorization of the authorized person (but the Company shall have no obligation to do so). The Customer accepts and agrees that the Customer's orders shall be binding upon the Customer in all respects. The Customer acknowledges and agrees that the Company, the SEC, the Capital Market Supervisory Board, the SET, the Futures Exchange, the Clearing House, the Securities Depository Center or any other regulatory agencies may (a) use such tape recording of the conversation or transcript from such tape recording for any purpose as the Company, the SEC, the Capital Market Supervisory Board, the SET, the Futures Exchange, the Clearing House, the Securities Depository Center or the regulatory agencies deem appropriate; (b) submit such tape recording of the conversation or transcript from such tape recording as evidence of the Transactions or as evidence in any dispute that arises or that is expected to arise between the Company and the Customer; and (c) disclose such tape recording of the conversation or transcript from such tape recording for the purpose of the Company's compliance with legal requirements or orders of the courts or relevant government agencies, including to disclose to the SEC, the Capital Market Supervisory Board, the SET, the Futures Exchange, the Clearing House, the Securities Depository Center, the regulatory agencies and the Company's advisors for use in relation to the Transactions or to be used by the Company for improvement of any of its operating systems.

4.10 The Company has informed the Customer that the Company has the right not to fulfil its obligations under this agreement to the Customer whose action may result in unusual trading activities or that may result in unfair securities trading and/or unfair derivatives trading or that may violate or avoid compliance with the Relevant Regulations.

4.11 In trading Securities and/or Derivatives as ordered by the Customer, the Company can purchase or sell the Securities and/or Derivatives which the Company itself holds and/or which the Company acts in the capacity as issuer and/or agent and/or broker of other persons concurrently.

4.12 The Company has the right to verify credit information and/or creditability, financial status and debt payment history of the Customer from credit bureaus under the law on undertaking of credit information business ("Credit Bureaus"), affiliated companies and/or any other persons. The Customer consents to such Credit Bureaus, affiliated companies and/or any other persons who have the above information to disclose such information to the Company. The Customer consents to the Company's safe-keeping of such information regardless of whether or not the Company accepts the role under this agreement and whether the Company will itself be the keeper of such information or deliver such information to Credit Bureaus or any other person for safe-keeping. The Customer consents to the Company and/or Credit Bureaus and/or such persons to disclose information as they see fit.

4.13 The Customer shall not transfer rights or obligations in this agreement to any other person.

4.14 The Company may transfer rights, duties, obligations, liabilities or benefits of the Company under this agreement including any collateral, in whole or in part, to any person without the need to obtain the Customer's consent in advance.

**4.15 The Company has the right to invoice for fees and/or service charges and/or any other expenses relating to the provision of investment services under this agreement at the rate and in accordance with the conditions and methods specified by the Company. The Company shall notify the Customer at least 7 days in advance.**

4.16 For the purpose of preventing and deterring unfair acts or improper investment behaviors or Transactions, the Customer agrees to comply with the following terms and conditions:

4.16.1 The Customer consents to notify and provide the following information, and to prepare clarifications and the detail of such information, to the SEC, the SET, the Derivatives Exchange, the Securities Depository Center, the securities registrar, the Clearing House and/or the Company as and when



such agencies or the Company request or for the purpose of compliance with the rules prescribed by such agencies or by the Company:

(a) Identity data of the Customer and each beneficiary at each level of the Customer's securities trading and/or derivatives trading and/or the use of investment services under this agreement.

(b) The Customer's objectives of the securities trading and/or derivatives trading and/or the use of investment services by the Customer under this agreement.

(c) Information relating to the Customer's securities trading and/or derivatives trading and/or the use of investment services under this agreement, including information relating to the goods under the Derivatives traded by the Customer.

(d) In the case where the Customer places trading orders and/or uses investment services under this agreement for other persons or at many levels via an Omnibus Account, the Customer agrees to notify, procure and prepare clarifications in respect of the information in (a), (b) and (c) above for each such other person at every level, to the extent known or should have been known to the Customer as the person performing such act.

4.16.2 The Customer consents to the Company to temporarily suspend the investment services under this agreement and/or terminate this agreement and/or limit trading of Securities and/or limit position or amount of derivatives trading and/or close out derivatives position and/or do any act in relation to the trading of the Customer's Securities and/or Derivatives, as the case may be, for the purpose of complying with the orders of the SEC, the SET, the Derivatives Exchange, the Securities Depository Center, the securities registrar, the Clearing House and/or as the Company considers appropriate in the following events:

(a) The securities trading and/or derivatives trading and/or the use of investment services under this agreement by the Customer affects or is likely to affect the orderliness of the trading of listed Securities and/or Derivatives or is likely to cause the prices of listed Securities and/or Derivatives to be inconsistent with normal market conditions.

(b) The Customer's behaviors in securities and/or derivatives trading and/or in the use of investment services under this agreement are improper or may violate the rules and regulations of the Company or those of the relevant agencies.

(c) The Customer fails to notify, provide and prepare clarifications pursuant to Clause 4.16.1 or provides false or misleading information in a material respect.

(d) The Customer has concealed or provided inaccurate facts in the account opening application and/or this agreement or fails to comply with this agreement.

(e) The Customer defaults under this agreement.

## **Clause 5. Placing of Orders and Reports**

### **5.1 Placing Customer's orders in the normal case**

The Customer shall contact the Company's authorized officer by him/herself and execute his/her orders using the form and the methods specified by the Company and/or the Customer may make the contact via communication equipment such as the telephone, facsimile, post or other means as will be further specified. The Customer must contact the Company's authorized officer and such orders will be deemed as rightful orders of the Customer when the officer has made a record of the orders. In addition, the Customer may make the contact via the Internet network system/ online system or other systems as will be further specified without having to contact the Company's authorized officer if the Customer has

been approved by the Company to do so. The Customer shall comply with terms and conditions specified by the Company, and the Customer agrees that such orders shall be binding on the Customer as though the Customer has executed the orders by him/herself.

## 5.2 Placing Customer's orders via the Internet network system/ online system or other communication equipment

When the Customer has applied for account opening and the use of investment services under this agreement and/or any other services of the Company and/or of other companies which are the owners of the websites approved by the Company via the Internet network system/ online system, it shall be deemed that the Customer has accepted that the use of electronic signature by the Customer or any other similar actions indicating the intention in electronic format in all agreements and documents (such as clicking an accept or an agree button or marking an accept or an agree box) has the same legal effect as affixing the Customer's signature by him/herself. The Customer consents to be bound by and to comply with the terms and conditions of this Investment Services Agreement and/or any other services via the Internet system/ online system as follows:

5.2.1 The Customer shall only place an order by using the USER NAME and/or PASSWORD and/or PIN CODE pursuant to the criteria, conditions and methods specified by the Company and/or the website owners. The Customer agrees to change the PASSWORD created by the Customer him/herself via the Company's Internet system without delay before placing an order with the Company. The Customer shall be responsible for keeping the USER NAME and/or PASSWORD and/or PIN CODE confidential and shall not disclose such information to any person in order to prevent other person from using the USER NAME and/or PASSWORD and/or PIN CODE to gain access to the investment services system via the Company's Internet system which may cause damage to the Customer or the Company.

5.2.2 Trading orders and/or any orders for the use of investment services under this agreement and/or any other services via the Internet system which are executed by using the USER NAME and/or PASSWORD and/or PIN CODE shall be binding on the Customer and the Customer agrees to be responsible for such conducts as though the conducts were executed by the Customer him/herself, regardless of whether or not such conducts were fraudulent and/or carried out by a third party, save in the case of the Company's fraudulent conduct or wrongdoing.

5.2.3 Where the USER NAME and/or PASSWORD and/or PIN CODE are wrongly inputted more than the number of time permitted by the Company and/or the website owners, the Company and/or the website owners shall have the right to immediately cancel or suspend the trading orders and/or any orders. The Company and/or the website owners shall not be responsible for any loss and/or damage caused by the exercise of such right to cancel or suspend the trading orders and/or other orders through such method and/or from the use of any other services aforementioned.

## 5.3 Customer's representations and confirmations

5.3.1 The Customer has knowledge and understanding of the criteria, conditions and methods in relation to the use of investment services under this agreement and/or any other services via the Internet system as specified by the SEC and/or the SET and/or the Securities Depository Center and/or the Derivatives Exchange and/or the Clearing House and/or the Company and/or the website owners, as well as the risks associated with the use of investment services under this agreement and/or any other services via the Internet system under this agreement, including the risks that may arise from disruption of equipment or computer systems of the Customer, the Company or the SET which are used in placing or receiving orders via the Internet system and result in the non-execution of the orders. The Customer accepts any loss and/or opportunity cost that may arise from the Customer's own action or the action of any other person such as information loss during transmission, the delay in delivery of information or failure to transmit information and errors or inaccuracy in the information received due to limitations in the Internet usage and any loss arising as a result of a force majeure event such as a failure or a disruption in the transmission

connection or computer viruses. The Company shall not be responsible for any loss in all cases, except if such loss arises as a result of an act of the Company's officer. In the event of loss as a result of any reason, the Customer agrees not to claim against the Company for damages.

The Company may temporarily or permanently terminate the services via the Internet system without having to notify the Customer in advance. In the event that the Customer wishes to terminate the use of the services via the Internet system, the Customer shall notify the Company in writing at least 7 days in advance.

5.3.2 The Customer shall not use any other computer program other than the Company's computer program which is connected to the Customer's computer device that is used to place securities trading orders. The Customer shall guard against any other person connecting a computer device to the Customer's computer device which would enable such person to directly record trading orders in the Company's computer system. The Company shall not be liable for any loss that may result from such action, in all cases.

5.3.3 The Customer agrees to be liable for any loss arising from any mistakes in trading orders and/or any orders of the Customer which are not caused by the Company, such as keying in wrong orders by the Customer.

5.3.4 In the event that the Customer's personal data is stolen by electronic means (hacked), lost or damaged by any reason, the Company shall not be liable for any loss, in all cases, except in the case of willful or negligent action or omission of the Company or the Company's employees.

5.3.5 The Customer agrees to be audited by the Company, the SET and/or the SEC in terms of the Customer's computer device that is used to place securities trading orders via the Internet system, and to cooperate in responding to any inquiry regarding securities trading via the Internet system.

5.3.6 The Customer shall promptly inform the Company of any change in his/her address and/or e-mail address that the Customer has previously notified the Company.

5.3.7 The Customer agrees, without any dispute, that any orders, statements or notices relating to the trading and/or any action conducted via the Internet system or any communications via such system constitute a complete evidence under the laws, are binding upon the Customer in all respects and are enforceable in courts.

The Transactions executed by the Customer via the Internet system (including but not limited to confirmation of Transactions, placement of any orders, certification of the correctness of any agreements or Transactions) are considered as "Electronic Data" under the Electronic Transactions Act. Any statements, agreements or Transactions that have been confirmed, certified, agreed or accepted can be used as admissible evidence under the Electronic Transactions Act.

5.3.8 The Company and/or the website owners may require the Customer to prepare and sign documents and/or any additional evidence in accordance with the conditions and form specified by the Company and/or the website owners, and to deliver such documents and/or evidence to the Company and/or the website owners within the specified time period.

5.3.9 The Company has the right to suspend the Customer's trading orders via any channel and at any time and at the Company's discretion. The Company shall not be liable for any loss (including for damages or any expenses) arising from such suspension of orders, except as a result of willful misconduct or gross negligence of the Company, its directors, employees, agents or representatives and which the Company will be liable only for the actual damage.

5.4 Except if the Company and the Customer have agreed otherwise, the Company shall deliver Reporting Documents to the Customer in writing by post or in electronic format by e-mail at the e-mail address indicated in the Customer's letter of intention to receive such Reporting Documents in electronic

format in accordance with the methods specified by the Company. In such case, the Customer agrees and accepts that delivery of information in such format shall be deemed as due delivery of Reporting Documents to the Customer and the Company shall have no further obligation to deliver such Reporting Documents in paper format by post. The Customer agrees to be bound by the terms and conditions relating to receipt of Reporting Documents in electronic format via e-mail as specified in these terms and conditions and the additional terms applicable to each type of Transaction in all respects. Upon receipt of the Reporting Documents by the Customer, the Customer has the responsibility to verify the correctness of the content of such reports and to notify the Company of changes or objection to errors (if any) within the time period specified in the Reporting Documents. If the Customer fails to do so within the specified time, it shall be deemed that the Reporting Documents prepared and delivered by the Company constitute correct evidence and the Customer waives any right to dispute and accepts the accuracy of the content of such Reporting Documents.

The Customer can change the method of receiving Reporting Documents from post to electronic format via e-mail or vice versa by notifying the Company in writing of such intention. Such change shall be effective only after the Customer has been approved of the change by the Company.

If it becomes apparent to the Company that Reporting Documents cannot be delivered to the e-mail address that the Customer has notified the Company for any reason (including where the Customer has indicated the intention to receive Reporting Documents by e-mail at more than 1 e-mail addresses), the Company shall deliver only 1 set of Reporting Documents in paper format via post at the address which the Customer has notified the Company. The Customer agrees that confirmation notes or Reporting Documents issued by the Company after the Transactions have been executed in the Customer's account shall be deemed as conclusive evidence of the Transactions, the amount of money which the Company has advanced for the Customer in the execution of the Transactions and the money received from the Transactions as specified in the confirmation notes or such Reporting Documents, unless the Customer disputes to the Company in writing within the time period specified in the confirmation notes or the Reporting Documents. With regard to information on investment unit trading or switching, reference should be made to reports prepared by the relevant asset management company, and the Company is not responsible for the accuracy and completeness of the information and for any failure or delay in the receipt of such reports by the Customer.

5.5 The Company has the right to amend the Reporting Documents from time to time in the case of any errors or mistakes in such Reporting Documents, in which case the Company will further notify the Customer.

5.6 The Customer has the responsibility to notify the Company if the Customer does not receive the Reporting Documents which should have normally been received by the Customer.

## **Clause 6. Custodian of the Customer's Assets**

6.1 The Customer agrees to appoint the Company to keep the Customer's Assets that the Customer has placed or delivered to the Company or which the Company has received or kept for or in the name of the Customer (including collateral which the Company or any person has given to the Customer and which the Customer has appointed the Company to keep such collateral) and/or that the Company has purchased pursuant to the Customer's order and/or that the Company has purchased for the benefit of the Customer under this agreement, including any rights and benefits derived from such Customer's Assets, for the purpose of safe-keeping and/or the purchase or sale of Securities and/or as collateral for the purchase or sale of Securities and/or for any other benefit. The Customer agrees that the Company shall, to the extent permitted by law, have a lien or possession over the Customer's Assets as a guarantee for the performance of all obligations and liabilities owed by the Customer to the Company (whether already in existence or may arise in the future). In the case of an event of default under the Transaction Documents,

the Company shall have the right to take action against such Customer's Assets in accordance with Clause 7 (Collateral).

In case of loss of or damage to the Customer's Assets that results from the non-performance of the Company, the Company shall be responsible for such Customer's Assets in the full amount if such loss clearly arises from the Company's negligence or non-performance. If such loss is not solely attributable to the Company's negligence or non-performance, the Company's liability for the loss shall be in pro rata to the facts and in accordance with the laws only.

6.2 In keeping the Customer's Assets in custody, the Company shall keep the Customer's Assets segregated from the Company's assets, and shall prepare an account showing assets details of each individual customer separate from the Company's assets in accordance with the requirements of the laws and the Relevant Regulations. Nonetheless, where the Customer has many accounts with the Company, the Company may or may not keep the assets under each account of the Customer separately. In the case where the Company keeps the Customer's Assets under each account separately, this will not result in the Customer's Assets under an account which the Customer is in default to become separated from the other accounts of the Customer. In keeping the Customer's Assets in custody, the Company shall prepare and deliver a record of an account showing assets details of the Customer in accordance with requirements of the laws and the Relevant Regulations. The records and the accounts showing assets details of the Customer that are prepared and kept by the Company shall be deemed as correct preliminary evidence, unless proved otherwise by the Customer.

6.3 The Customer agrees to authorize the Company to keep the Customer's Assets in safe custody and agrees to authorize the Company to deposit the Customer's Assets with a commercial bank or a safe-keeping agent or a custodian or at another venue or to invest the Customer's Assets on behalf of the Customer as the Company considers appropriate under the criteria, conditions and methods prescribed by the SEC. The Company may deposit and/or invest on behalf of the Customer in the name of the Company but must clearly indicate that such action is carried out by the Company on behalf of and for the benefit of the Customer.

**In addition, the Customer agrees and consents to the Company to deposit or invest the Customer's Assets on behalf of the Customer with financial institutions or juristic persons which are related persons or affiliated companies or juristic persons which are related to the Company as its parent company, subsidiary company or an associated company such as Bank of Ayudhya Public Company Limited.**

6.4 The Customer will receive a consideration for the Customer's money that the Company invests for the Customer's benefit at the rate and in accordance with the methods specified by the Company. Such rate and methods may be changed as the Company deems appropriate without having to notify the Customer in advance. The consideration will not be more than the benefit actually derived from the investment after deduction of any fees, expenses and taxes payable by the Company. The Customer shall pay custodial fees to the Company at the rate and in accordance with the methods specified by the Company and the Company shall be entitled to deduct such fees from the Customer's Assets as the Company sees fit.

6.5 The Customer may request to withdraw the Customer's money from the Company under the following criteria and conditions:

6.5.1 The Customer must notify the Company in writing at least 1 Business Day in advance.

6.5.2 For each withdrawal, the Customer must withdraw money in an amount not less than the minimum amount prescribed by the Company (if any), and the Company shall make payment of the withdrawn amount to the Customer using the method that the Company sees fit.

6.5.3 In the event that the Customer owes debt for securities trading and/or derivatives trading and/or owes any other debts to the Company, the Customer shall not be able to withdraw money if the withdrawal would result in the Customer's money placed with the Company being insufficient to pay the debts owed to the Company, whether or not such debts are due.

**If the Customer's request for withdrawal results in the value of collateral which is deposited by the Customer with the Company as collateral for payment of debts under this agreement being less than the rate specified by the Company, including where the value of such collateral decreases below the minimum collateral value specified by the Company for any reason, the Customer will not be able to conduct securities trading and/or derivatives trading and/or use investment services under this agreement until the Customer has deposited additional collateral according to the criteria, conditions and methods specified by the Company.**

**6.6 The Customer consents to the Company setting-off net debts or adjusting, deducting, using, making use of, selling and/or ordering payment from the Customer's Assets in the Customer's account at any time without having to notify the Customer in advance, for the following benefits and objectives: (1) executing any Transactions under the Transaction Documents, (2) marking to market the collateral account, (3) making payment of fees, expenses or other payments payable by the Customer, or (4) any other cases for the performance of the Customer's obligations and liabilities in relation to any Transactions under the Transaction Documents or as specified by law and the Relevant Regulations.**

6.7 The Customer understands and acknowledges that when the Company encounters financial problems, the Customer's money which has been kept under custody of the Company shall not be protected under the Deposit Protection Agency Act.

**6.8 The Customer shall not use the Customer's Assets under this agreement for pledge, mortgage, encumbrance or create any security interest over the Customer's Assets, whether for the benefit of the Customer or any other person, unless a written approval from the Company has been obtained in advance.**

## **Clause 7. Collateral**

7.1 Upon the Company's notification, the Customer shall immediately deposit collateral (including Securities, cash or any other assets) specified by the Company as collateral for payment of debts for any Transactions under the Transaction Documents including brokerage fees, taxes and duties, interest, advance payments, operating charges as well as all any accessory obligations thereof, expenses and all damages which the Customer is liable to the Company under the accounts opened pursuant to the terms of any Transaction Documents and/or agreements or any other accounts which the Customer has opened or maintained with the Company. The value of such collateral shall not be less than the rate specified by the Company with respect to each type of the Customer's Transaction. When the value of such collateral decreases below the minimum collateral value specified by the Company for any reason, the Customer agrees to immediately deposit additional collateral with the Company as required to meet such amount within the time period notified by the Company to the Customer.

**7.2 With respect to the collateral deposited by the Customer with the Company, the Company has the right to proceed (to the extent not in contravention with relevant laws) as follows:**

- (a) Hold as collateral for debts owed to the Company.**
- (b) Sell, forced sell or perform any act to apply the money towards payment of debts owed to the Company.**
- (c) Retain until the debts owed to the Company have been fully paid.**

**(d) Apply dividend, profit or interest towards payment of debts owed to the Company.**

**In addition, the Company may suspend any payments which the Customer is entitled to receive from the Company in all cases in order to apply the money towards payment of debts owed to the Company.**

**7.3 The Customer agrees that if the Company has enforced collateral or has proceeded under Clause 7.2 but the debts owed to the Company are still not fully paid, the Customer shall remain liable for any remaining amount.**

7.4 If the Customer deposited Securities as collateral for payment of debts owed to the Company, the Customer agrees that the Company shall have the right to engage in any transaction in connection with the collateral or to perfect the security interest such as giving a notification regarding the use of the Securities as collateral to the Securities Depository Center or the securities registrar or releasing the Securities as collateral, pledging, specifying the Company as the title holder or the transferee of the Securities or entering into and signing any other documents in relation thereto.

7.5 By executing this agreement, the Customer agrees to transfer to the Company and the Company agrees to accept the transfer from the Customer any rights of the Customer under the Company's account for the Customer, including the right to be refunded of all moneys under such account, as collateral for payment of debts owed to the Company. It shall be deemed under the terms and conditions of this agreement that the Customer has notified the Company (as holder of the deposit) of the transfer of rights, and the Company shall be deemed to have acknowledged and consented to such transfer of the Customer's rights to be refunded by the Company under such Company's account for the Customer.

7.6 The Customer acknowledges that the requirements relating to the rate or the value of collateral specified by the Company may be more or higher than the requirements relating to the rate or the value of collateral specified by the SEC, the Office of the SEC, the Capital Market Supervisory Board, the SET, the Futures Exchange or the Clearing House. However, in any case, the rate or the value of collateral specified by the Company shall not be lower than the requirements specified by the SEC, the Capital Market Supervisory Board, the SET, the Futures Exchange or the Clearing House. The Company reserves the right to raise or lower the requirements relating to the rate or the value of collateral at any time and at the discretion of the Company, without the need to obtain the Customer's consent or to notify the Customer in advance. If the Company raises or lowers the requirements on the rate or the value of collateral, the new rate or value of collateral shall be applicable to the Customer's existing Transactions and/or derivatives position and the future Transactions and/or derivatives position entered into under the terms and conditions of this agreement or any agreements that are affected by such change.

7.7 The Customer agrees and consents that in the event that the Company is burdened with any expenses in relation to the collateral, the notification or registration or the enforcement of collateral under the terms and conditions of this agreement or the relevant Transaction Documents or if there are any operating charges and/or expenses in connection with the performance of the terms and conditions of this agreement, the Customer shall solely be responsible for such operating charges and/or expenses. Nonetheless, if the Company deems necessary, the Customer consents to the Company advancing such operating charges and/or expenses on behalf of the Customer, and the Customer agrees to immediately reimburse the Company of such operating charges and/or expenses upon receipt of notification from the Company together with interest at the rate specified by the Company.

7.8 The Customer's obligation to deliver and deposit collateral with the Company will end when the terms and conditions of this agreement are no longer binding, and the Customer has paid all amounts payable to the Company in full and no longer has any outstanding obligations towards the Company.

7.9 To the extent not in contravention with the relevant laws, the Customer agrees to give an advance consent to the Company with respect to any collateral deposited with the Company by the Customer as follows:

a) It shall be deemed that such collateral shall be collateral for debts owed to the Company for all types of Transactions that the Customer has agreed to enter into with the Company under the Transaction Documents or other documents; and

b) if there is an event of default relating to any Transactions, the Company may proceed to sell, force sell or perform any act in relation to such collateral and to apply the proceeds from the collateral against the debts owed to the Company for all types of Transactions that the Customer has agreed to enter into with the Company under the Transaction Documents or other documents.

The Company may proceed under paragraphs (a) and/or (b) regardless of whether such collateral is deposited now or in the future and regardless of whether the debts are in relation to the Customer's existing or future Transactions, and it shall not be necessary for the Customer to consent or to sign any additional documents. The Customer agrees to take any other actions as may be further required by the Company for the collateral to be valid under the laws, including for it to be in accordance with the Office of the SEC's opinion (as collateral for debts owed to the Company for all types of Transactions in accordance with these terms and conditions and any relevant Transaction Documents).

#### **Clause 8. Payment of Debts and Effects of a Default**

**8.1 The Company shall have the right to terminate this agreement and to declare that all debts of the Customer under the Transaction Documents and/or this agreement be immediately due and payable if any one or more of the following events occur:**

**8.1.1 The Customer is unable to pay debts as a result of the Customer's breach of agreement or fails to pay any debt under a Derivative and/or this agreement or fails to deposit a collateral under this agreement for any reason, and the Company has the right to proceed against the Customer as follows:**

**(1) Retain all the Customer's money or the Customer's Assets in the securities account, derivatives account and/or any other account of the Customer or which are in the Company's possession.**

**(2) Set-off money in the securities account, derivatives account and/or any other account of the Customer against debts or damages the Customer owes to the Company.**

**(3) Sell the Securities which are deposited as collateral or other Securities which are in the Company's possession on behalf of the Customer or which are in a joint account of the Customer with another person, whether entirely or partially, as the Company sees fit.**

**(4) Purchase Securities, whether entirely or partially, on the SET or the OTC Center to compensate the Company with respect to the Securities sold according to the Customer's order but which the Customer have not delivered to the Company.**

**(5) Cancel a securities trading order which the Customer has already placed but the Company has not processed in order to close the Customer's account, whether entirely or partially, to pay the Customer's debts.**

**8.1.2 The Customer is dead or is incompetent or quasi-incompetent person or insolvent or is being ordered by court as being under receivership or bankrupt or the business of the Customer is ordered to be under business reorganization or being sued in court or the court or any government agency has ruled or ordered seizure or confiscation of the Customer's Assets, whether in whole or in part.**



8.1.3 When any other debts of the Customer are due before the due date or may be due before the due date or fail to be paid when due or, in the case of a guarantee, the debts are not paid when due or the person guaranteed by the Customer is in default as a result of which a claim under the guarantee would be made against the Customer, or when the Customer is in default or is in breach of any contractual provisions relating to such debts.

8.1.4 When an official receiver, executing officer or a similar officer is appointed to administer the business or all or the majority of the assets of the Customer or there is an order to enforce a judgment against all or the majority of the assets of the Customer or there is an enforcement against all or the majority of the assets of the Customer which are given as a guarantee for any person.

8.1.5 If there is a bankruptcy proceeding against the Customer or any person files a bankruptcy petition in a court against the Customer, and the Customer is not able to resolve the bankruptcy claim or petition to the satisfaction of the Company within 45 days from the date of such bankruptcy claim or petition.

8.1.6 The Customer generally calls for a meeting of the Customer's creditors or generally offers the creditors to step-in or compromise with the creditors or generally transfer any rights for the benefit of the creditors.

8.1.7 The Customer's behaviors indicate that the Customer will not be able to pay debts for securities trading and/or derivatives trading and/or any other debts payable to the Company such as concealing or transferring all or part of his/her assets, entering into an agreement in relation to payment of debts or compromising with the Customer's creditors of etc.

8.1.8 Any confirmations, representations, information, facts or any documents made or provided by the Customer to the Company under the Transaction Documents and/or this agreement are false, incorrect, incomplete or inaccurate for any reason in such a way that may cause damage to the Company.

8.1.9 The Customer is in breach of a Derivative and/or this agreement for any reason.

8.1.10 The Customer is in default of paying a purchase price for Securities and/or Derivatives and/or brokerage fees, fees, any other expenses and/or damages and/or any amount of money including any debts arising under this agreement and expenses in connection with demands, enforcement proceeding and lawyer fees or fails to deposit collateral under this agreement.

8.1.11 Any license required to operate the business of the Customer is terminated, revoked or suspended or expires without having been renewed and, thereby, adversely affects the Customer's ability to pay debts under a Derivative and/or this agreement.

8.1.12 An occurrence of an event or many events (whether or not such events are connected) that may materially and adversely affect the Customer's ability to perform any obligations under this agreement.

**8.2 If the Customer is in default of a Derivative and/or this agreement and/or when the Company deems appropriate, the Company has the right to close out a derivatives position and/or transfer a derivatives position and/or immediately terminate this agreement. The Customer shall pay debts and/or damages and/or any expenses to the Company within the time specified by the Company together with interest at the maximum rate which the Company and the Customer have agreed and which may be adjusted by the Company from time to time. In the event where there is no such agreement, the Customer's Default Interest rate shall be the same rate as the Company last notified the Customer. The Company shall have the discretion to specify the Default Interest rate to the extent permitted by law and the Relevant Regulations. Such interest shall be computed on the basis of the actual number of days elapsed from the day following the date on which a payment is**

due in accordance with the standard banking practice, and shall be computed from such due date and end on the date on which the Company has been fully paid by the Customer.

If the Company exercises its right to terminate the agreement as set out in the above paragraph, the Customer agrees and acknowledges that the Company shall be entitled to proceed under Clause 8.1.1 and/or to close out a derivatives position and/or transfer a derivatives position and/or undertake any other action in order to apply the proceeds received from such actions as payment of debts. Such closing out of a derivatives position and setting-off of accounts for debt payments shall be for the purpose of payment of debts under the Derivatives and this agreement as well as payment of penalty and fees arising from the trading of Derivatives under this agreement. If the Customer still owes debts to the Company following the undertaking of such actions, the Customer shall remain liable for the outstanding amount together with penalty until full payment has been made. If there is any excess amount following the closing out of a derivatives position and the setting-off of accounts, the Company shall return such excess amount to the Customer without interest.

8.3 Where the Customer defaults on a debt payment, breaches the agreement or does not comply with any terms and conditions of this agreement, the Customer shall be fully liable for the principal amount, demanding interest, Default Interest, advance payment, as well as any accessory obligations and other damages to the Company. In addition, the Customer agrees to be liable to compensate the Company for any expenses in connection with claims, demands, court costs, lawyer fees and other expenses in bringing and enforcing a claim in full.

## **Clause 9. Fees and Penalties**

9.1 The Customer agrees to pay all related fees, including service charges, at the rate prescribed by the Company pursuant to the SET's requirements, and consents to the Company making any change to the rate of brokerage fees, provided that such change is made pursuant to the rules, regulations, requirements and notifications of the SET and other agencies regulating the securities brokerage business and derivative brokerage business and/or as notified by the Company to the Customer from time to time. Such fees and/or service charges shall include, but shall not be limited to, the amount of money which is payable by the Company to the SET, the Futures Exchange, the Securities Depository Center, the Clearing House or other regulatory agencies. The Customer agrees to pay assessment amount, collected amount, taxes and stamp duties in connection therewith and other expenses in connection with or which are incurred under these terms and conditions which the Company has entered into on behalf of the Customer and all legal expenses incurred by the Company in enforcing any obligations of the Customer under these terms and conditions, unless the parties agree otherwise. The Customer agrees to pay fees to the Company in accordance with the methods, conditions and within the time period specified by the Company.

9.2 The Company's notice of debt payment or any notice signed by its authorized director, manager, employee, agent or representative specifying an amount of money that is due to be paid by the Customer shall be deemed to be a valid preliminary evidence of the Company's notice of debt payment or any notice.

9.3 In the event that the Company has a duty under the law (whether within or outside of the country) (including but not limited to the US's Foreign Account Tax Compliance Act (FATCA)) and any contractual obligation or provision which the Company has entered into with a government agency (domestic and foreign) (including but not limited to the US's Foreign Account Tax Compliance Act (FATCA)) to withhold tax or deduct from any amount of money or any payment payable by the Company to the Customer, the Customer agrees that the Company shall have the right to withhold tax or deduct such amount and the Company shall have no responsibility to compensate the Customer for such amount of money.

9.4 In the event that the Customer has a duty under the law (whether within or outside of the country) (including but not limited to the US's Foreign Account Tax Compliance Act (FATCA)) to withhold tax or deduct from any amount of money, fee, or any payment payable by the Customer to the Company, the Customer shall inform the Company of such duty and shall be liable to the Company for such deducted amount in order that the Company shall be paid in full as though no tax withholding or deduction has been made, and the Customer shall deliver the evidence that the Customer has paid and remit the tax in accordance with the relevant law to the Company.

9.5 The amounts and rates specified in the Transaction Documents are exclusive of VAT (if any). Furthermore, the party receiving a payment shall prepare a tax invoice for the other party as evidence of VAT collection in the form and with the statement as required by the Revenue Code.

## **Clause 10. Termination**

**10.1 This agreement has an indefinite term and shall be effective indefinitely until terminated by either party. Either party can terminate this agreement by notifying the other party in writing of the termination of any one Transaction or all Transactions not less than 30 days in advance.**

**If the Customer breaches any provision of this agreement or there is a default under the terms and conditions of this agreement or as specified in the additional terms relating to each type of Transaction, the Company shall have the right to immediately terminate any one Transaction or all Transactions which the Company has entered into with the Customer under all relevant Transaction Documents. The termination of Transactions or this agreement, in all cases, shall have no effect as to the rights and duties of both parties prior to the termination.**

10.2 The termination of any one Transaction under the Transaction Documents and/or the termination of this agreement shall not release either party from their duties and obligations or liabilities under the terms of any relevant Transaction Documents that were incurred prior to the termination. The termination shall be effective only if the Customer has made full payment for all debts as well as interest and accessory debts incurred from securities trading and derivative trading and/or any other debts under this agreement to the Company before the effective date of the termination.

**10.3 If the Customer does not execute any trading of Securities and/or Derivatives and/or use the investment services under this agreement with the Company for a continuous period of 1 year and/or does not have monies or assets as collateral deposited with the Company and does not have any outstanding debts to the Company, the Customer agrees and consents to the Company to close the Customer's account immediately as the Company deems appropriate. The closing of the account shall have the effect as terminating the agreement.**

**10.4 If the Company terminates this agreement, the Company shall notify the Customer in writing. The Customer agrees and consents to make payment for all debts as well as interest and accessory debts incurred from securities trading and derivative trading and/or any other debts under this agreement to the Company within 7 days from the date specified in the Company's notification of termination. This shall not prejudice the right of the Company to charge the interest on the outstanding debts at the Default Interest rate as announced by the Company.**

10.5 When a Transaction terminates, the Company has the following rights:

10.5.1 Liquidate and close any or all accounts of the Customer that the Customer has purchased or which the Company has held for the Customer or which the Customer has with the Company in relation to the terminated Transaction. The Company shall not be liable to the Customer for any such action. The Company has the right to demand the Customer to pay all amounts in full together with all interest that the Customer owes to the Company under the account(s) relating to the terminated Transaction.

10.5.2 Use the proceeds from the sale or liquidation of any accounts or the sale of assets in any other accounts that the Customer has with the Company in relation to the terminated Transaction to pay all debts that fall due, or are deemed to immediately fall due, which the Customer has to pay to the Company.

10.5.3 Determine that the debts under the terminated Transaction immediately fall due and both parties have the right to set-off all debts between the Company and the Customer under such terminated Transaction. Such set-off shall be in accordance with the conditions set out in Clause 3.3 of this agreement and the conditions under the Transaction Documents that are relevant to such Transaction. After the parties have set-off the debts, it shall be deemed that the amount that has been set-off has been paid and the debts between the parties have been discharged by such set-off, and the party that has the responsibility to pay the remaining amount shall pay only the net amount of money that is payable to the other party, unless both parties agree otherwise.

10.6 If the Company grants a waiver to the Customer's performance under any provision of this agreement or omits to exercise the right to terminate the agreement at any time, it shall be deemed that such waiver or omission is with respect to that particular instance only, and shall not in any way prejudice the Company's right to enforce the agreement or to terminate the agreement when the Customer subsequently defaults or breaches any provision of the agreement.

## **Clause 11. Notices**

11.1 All communications, letters, notices and any documents delivered by the Company to the Customer at the Customer's address or e-mail address that the Customer has informed the Company and/or delivered to the Customer by any other method as deemed appropriate by the Company at the address or e-mail address that the Customer has informed the Company shall be deemed to have been duly given to the Customer, even in the case where the Customer has changed, demolished or abandoned the residence or there is no recipient or another person has received such communications or an officer cannot locate the address. In such cases, the Customer consents to be deemed to have duly received the letters, notices or documents.

11.2 If the Customer changes the address or e-mail address that has been notified to the Company, the Customer shall immediately notify the Company of such change in writing or by any other method as required by the Company.

## **Clause 12. Other Provisions**

12.1 The Customer agrees that the Company is solely entitled to amend, supplement or cancel any conditions and/or terms of this agreement and the manual and/or clarification documents with respect to the execution of each type of Transaction, in whole or in part, at any time. The Company shall notify the Customer of such amendment, supplement or cancellation by post to the domicile of the Customer or to the place as the Customer last informed the Company or deliver to the Customer directly by e-mail, or the Company may notify the Customer of such amendment, supplement or cancellation by posting an announcement at the Company's office or posting the same on the Company's website for a reasonable period of time. When the Company has carried out such action, it shall be deemed that the Customer acknowledges, agrees and consents to such amendment, supplement or cancellation of the conditions or the terms of this agreement in all respects. Except where the Company specifies otherwise, such amended provisions shall form an integral part of this agreement.

12.2 All provisions of this agreement and the manual and/or clarification documents with respect to the execution of each type of Transaction and the details in the application form for securities trading provided by the Customer and/or any other relevant documents shall be deemed as an integral part of this agreement. If any provision is invalid, void or unenforceable according to the laws, such provisions shall

not affect any of the other provisions. Other provisions which are valid and not void shall continue to be in full effect.

**12.3 The Customer agrees and consents to the Company disclosing information to regulatory authorities that regulate the Company with respect to information in relation to the Customer, the Customer's Transaction Accounts, any mutual fund accounts that the Customer has or will have with any asset management company and various Transactions under the Transaction Documents or information relating to other securities business transactions of the Customer that the Company has received and maintained in any format as required by law. Moreover, the Customer agrees and consents to the Company disclosing such information to the Company's auditor or relevant advisors for the purpose of the Company's risk management; or disclosing to the Company's affiliated companies or related companies or agents or contracting companies for the purpose of credit analysis or loan services, database management, statistical data collection regarding the services, service development or sales promotion of the Company, the Company's affiliated companies or related companies; and disclosing information as required by law in connection with the Company, whether Thai or foreign laws, and court orders to organizations or any agencies which the Company has an obligation (whether existing or in the future) to disclose such information including, but not limited to, disclosure of information under the US' Foreign Account Tax Compliance Act (FATCA) or any other similar laws which the Company has or may have any obligation to disclose such information. In addition, the Customer agrees and consents to the Company disclosing such information to agents, subsidiaries and associated companies of the Company or to outside companies engaged by the Company to provide services to it for the purpose of providing such services, including for the purpose of auditing or reports preparation as required by the US' Foreign Account Tax Compliance Act (FATCA).**

12.4 In addition to the agreement and consent for the disclosure of information specified under Clause 12.4, the Customer agrees to take every action to arrange, notify and deliver or arrange for delivery of all information and documents in relation to the conduct of any Transactions as requested by the Company, the SEC, the Capital Market Supervisory Board, the Office of the SEC, the SET, the Futures Exchange, the Securities Depository Center, the securities registrar, the Clearing House, regulatory agencies or persons who have the right to request for such information and documents from the Company, for the purpose of preventing and deterring unfair acts or improper investment behaviors or Transactions.

The Customer's information required to be disclosed under the preceding paragraph and Clause 12.4 includes but shall not be limited to:

(a) Identity data of the Customer and each beneficiary at each level of the Customer's Transaction.

(b) The Customer's objectives in entering the Transaction.

(c) Information relating to the Customer's Transaction whether or not executed via the Company. In the case where the Customer's Transaction is related to Derivatives, this shall also include information relating to the trading of the goods under the Derivatives traded by the Customer.

(d) In the case where the Customer places trading orders for other persons or at many levels via an Omnibus Account, the Customer agrees to notify, procure, prepare and provide information in (a) to (c) above in relation to each other person who is the actual customer at every level, to the extent known or should have been known to the Customer as the person performing such act.

The Customer also agrees to prepare clarifications for the detail of such information for the Company, the SEC, the Capital Market Supervisory Board, the Office of the SEC, the SET, the Futures Exchange, the Securities Depository Center, the securities registrar, the Clearing House, regulatory agencies or persons who have the right to request for such information and documents if requested by the Company, the SEC, the Capital Market Supervisory Board, the Office of the SEC, the SET, the Futures

Exchange, the Securities Depository Center, the securities registrar, the Clearing House, regulatory agencies or persons who have the right to request for such information and documents or for the purpose of compliance with rules prescribed by such agencies.

**12.5 The Customer agrees and consents to the Company, financial institutions, securities companies, all Credit Bureaus to which the financial institutions and/or securities companies are members and other members of the Credit Bureaus to disclose or give credit information and other information related to the Customer to the Company, financial institutions, securities companies, all Credit Bureaus to which the financial institutions and/or securities companies are members and other members of the Credit Bureaus. The use or disclosure of such information shall be subject to the objectives of the use of information as specified in the Undertaking of Credit Information Business Act B.E. 2545 (2002). This provision shall be deemed as a consent letter of the Customer under the Undertaking of Credit Information Business Act B.E. 2545 (2002), and this consent letter shall cover all information related to the Customer which is made available to the Company, financial institutions, securities companies, all Credit Bureaus to which the financial institutions and/or securities companies are members and other members of the Credit Bureaus prior to the date specified in this agreement and shall continue to be in effect even after the Customer closes an account or terminates this agreement or no longer use the Company's services.**

12.6 No failure or delay on the part of the Customer or the Company to demand the other party to perform the obligations under the terms of this agreement or the Transaction Documents shall operate as a waiver of rights or right to receive compensation or a waiver of any terms of the agreement or the Transaction Documents.

12.7 Where the Customer deposits a check and/or any other instrument with the Company with the intention for such check and/or instrument to be considered as cash, the Company will only consider the check and/or the instrument as cash only after the Company is able to clear the check and/or the instrument. The Company will consider the check and/or the instrument as cash on the date on which the check and/or the instrument can be cleared or cashed by the Company. Moreover, where the Customer transfers an amount from the Customer's account that is opened with another financial institution to the Company, the Company will consider it as cash only after such transfer has been completed and the Company has received the fund.

12.8 The Customer acknowledges and agrees not to place improper securities trading orders that would affect the general confidence in the trading system such as trading or engaging in any action that would increase or decrease securities prices that is not consistent with normal market conditions or engaging in any act to derive undue benefit from the Securities whether for him/herself or for other person etc., and to comply with rules, regulations, articles, requirements, announcements, orders, criteria or any laws specified by the SET, the SEC or other relevant agencies.

12.9 A party shall not be responsible for any loss directly or indirectly suffered by the other party as a result of the party's non-performance under the Transaction Documents due to an event of force majeure which includes an incident arising from a government prohibition, an emergency decree announced by the government or a government agency or a trade suspension by the SET and/or the Futures Exchange or an event outside the control of that party.

12.10 If the Customer wishes to have a counterpart of this agreement, the Customer may notify the Company and the Company shall then deliver such counterpart to the Customer within a reasonable period of time.

### **Clause 13. Governing Law and Arbitration**

This Agreement shall be governed by and interpreted in accordance with the laws of Thailand. If there is any dispute between the Company and the Customer arising out of or in connection with the terms

and conditions of this agreement and the additional terms applicable to each type of Transaction, the Customer may request the Office of the SEC to resolve the dispute by arbitration before bringing a claim to court, provided that such dispute has characteristics in accordance with the criteria, conditions and methods specified in the SEC's notifications and other relevant notifications. If the case is brought to court, the competent court to hear the case shall be the court having jurisdiction in Thailand. The Company reserves the right to pursue a legal proceeding against the Customer in any court having jurisdiction over the Customer and/ or the Customer's Assets.

The Customer has thoroughly read this agreement and the attachments hereto and accepts that they represent the intention in all respects. The Customer hereby affixes his/her signature and corporate seal (if any) in the presence of a witness on the day, month and year first above written.

Signed ..... Customer

( )

Signed ..... Witness/Account Administrator

( )

Signed ..... Witness

( )

The Company agrees to provide the investment services to the Customer in accordance with the above terms and conditions.

Signed ..... Company

Krungsri Securities Public Company Limited

**Attachments to the Investment Services Agreement**  
**Terms and Conditions for Different Types of Investment Services**



# **Terms and Conditions for the Appointment of Agent and Broker for Securities Trading for Securities Trading with Cash Account and with Cash Balance Account**

## **Clause 1. Introduction**

These terms shall be immediately applicable between the Company and the Customer when the Customer has placed a securities trading order with the Company whether via the telephone, the Internet system or the Company's officer, and the Company has accepted, whether or not in writing, to provide the services to the Customer. The Customer accepts and agrees to be bound by the terms and conditions relating to the provision of the services and all relevant Transaction Documents.

The Company reserves the right to refuse to provide the services in respect of all or certain types of Transactions if the Company finds the Customer to be insufficiently suitable for the Transactions or the Company's provision of the services may violate or conflict with the laws or for any other reasons in the discretion of the Company. The Customer has no right to claim against the Company for any losses that may arise from the Company's refusal to provide the services, except in the case of willful misconduct or gross negligence of the Company, its directors, employees, agents or representatives, and which the Company will be liable only for the actual damage.

## **Clause 2. Definition**

Unless defined otherwise in the Investment Services Agreement, the following expressions shall have the following meaning:

**"Purchase"** also includes the subscription for purchase of Securities.

**"Securities Trading Accounts"** means all securities trading accounts that the Customer opens with the Company, whether or not the securities trading was conducted via the Internet.

## **Clause 3. Appointment of Agent and Broker for Securities Trading**

The Customer agrees to appoint and authorize the Company to act as agent and/or broker of the Customer with the power to appoint a sub-agent to perform any act in relation to securities trading in all cases, both in and outside the SET, including to trade, dispose, safe-keep, deliver or accept the delivery of Securities or to perform any act in relation to collateral and to make payment of securities purchase price, receive sale proceeds of Securities, make and receive payment for fees, taxes and duties and any expenses in relation to securities trading, disposal, safe-keeping, delivery or receipt of the Customer's Securities, receiving and/or performing the Customer's orders whether verbally or in writing and any other orders which are in relation to or in connection with the securities trading in any of the Customer's Securities Trading Account opened with the Company. The Customer agrees to pay brokerage fees and/or charges to the Company in accordance with the method specified in these terms and conditions and at the rate specified by the SET and/or the Company, including taxes and duties, fees and any other expenses in connection with the Purchase and/or sale of Securities (hereinafter collectively referred to as "Brokerage Fee").

## **Clause 4. The Company's Operations**

4.1 If the Company Purchases or sells Securities or performs any acts in accordance with the criteria and methods specified by the SEC, the SET or the OTC Center or the terms of this Investment Services Agreement, it shall be deemed that the Company perform such acts within the scope of authority validly given to it by the Customer and such acts shall be fully binding on the Customer in all respects.

4.2 If the Company executes securities trading according to the Customer's order, the Company shall confirm the securities trading with the Customer by post, facsimile, e-mail, or delivery by the Company's employee to the Customer's domicile as notified to the Company. The Customer has the duty to immediately verify the correctness of such documents. If the Customer fails to dispute or object to the Company in writing within the same day, it shall be deemed that the Customer consents to the correctness of the evidence of securities trading executed by the Company on behalf of the Customer, and the Customer shall not raise any defence against the Company.

4.3 The Company has the right to transfer the Customer's Securities, in whole or in part, from a cash account to a margin account (a credit balance account), or to transfer the Customer's Securities from a margin account (a credit balance account) to a cash account as the Company sees fit.

4.4 When the Customer has requested and the Company has opened a cash balance account for the Customer, the Customer and the Company agree to comply with the following terms in relation to the deposit of collateral:

4.4.1 Before the trading of Securities via the Company through the cash balance system, the Customer shall deposit cash amount with the Company as collateral to secure the payment of debts before placing a securities trading order. The Customer shall transfer money to the Company's bank account and submit evidence of the money transfer to the bank account in the name of the Company (pay in slip) or any other evidence of having made the money deposit with the Company for the Company to verify before the trading of Securities. The Company agrees to allow the Customer to Purchase the Securities within the trading limit not exceeding the trading limit in the cash balance system.

4.4.2 Each time the Customer places an order to Purchase Securities, the Customer agrees that the Company shall deduct the amount from the cash collateral on the date the payment is due as the Customer's payment for the Securities purchase price.

4.4.3 Where the Customer places an order to sell Securities, the Company will add up the selling price of the Securities together with the remaining cash collateral on the date the selling price payment is due. However, this shall not have the effect of increasing the Customer's credit limit and the Customer shall only continue to trade within the credit limit as approved by the Company.

## **Clause 5. Collateral**

5.1 Prior to securities trading under a cash account, the Customer agrees to deposit assets as collateral at the rate specified by the SET or the OTC Center. As at the date of this agreement, such rate is not less than 20 percent (or at the rate as subsequently announced and amended by the SET or the Company) of the monetary amount that the Customer may engage in securities trading. Such amount of securities trading that the Customer may engage in must not exceed the Customer's securities trading limit that the Company has approved for the Customer.

5.2 Pursuant to the regulations of the SET or the OTC Center which specify the ratio of collateral to securities trading, the Customer agrees that the Company may specify the amount of money that the Customer may engage in securities trading and the approved trading limit as the Company deems appropriate in the case where the Customer deposits insufficient collateral to meet the required rate of collateral. However, in the case where the Customer deposits more collateral than the required rate of collateral, this shall not have the effect of increasing the approved trading limit of the Customer, and the Customer remains able to engage in securities trading only within the trading limit approved by the Company.

5.3 Assets which the Customer may deposit as collateral for securities trading are:

- (a) Cash
- (b) Paid listed Securities
- (c) Other assets as specified by the Company, the SET or the OTC Center

**5.4 If there is no pledge registered on the assets, the Customer agrees that the Company shall have a lien on the said assets. If the Customer fails to pay debt or defaults on debt payment to the Company in respect of Securities purchase price, the Company shall have the right to sell such assets to pay the debt of the Customer.**

5.5 The Customer may withdraw the collateral in the amount that would not result in the collateral falling below 20 percent (or at the rate as subsequently announced and amended by the SET or the Company) of the Customer's debt obligations to the Company. The Customer shall notify the Company of the intention to withdraw the collateral not less than 1 Business Day in advance, and the Customer agrees that the Company may decrease the securities trading limit of the Customer as the Company deems appropriate.

5.6 The Customer agrees and consents that the Company is entitled to apply the interest or dividend or other legal fruits arising out of the collateral assets as payment of debts that the Customer owes to the Company, and agrees that such interest, dividend or other legal fruits may be used as collateral.

## **Clause 6. Settlement and Delivery of Securities**

6.1 In purchasing Securities, the Customer agrees to pay the Company the purchase price of the Securities which the Customer orders the Company to Purchase for the actual quantity of Securities Purchased each time, whether or not this is the same quantity as ordered by the Customer. The purchase price shall be paid together with the Brokerage Fee to the Company within the time period specified by the SET and/or the Company, which is subject to change as may be announced by the SET and/or the Company from time to time. This provision applies regardless of whether or not the Customer has placed an order to sell or has already sold such Securities.

In making and/or delivering the payment to the Company (paying cash to the Company's officer is not permitted), the Customer shall make the payment via the Automated Transfer System (ATS) in accordance with the format and the method specified by the Company.

**If the Customer fails to make payment of the securities purchase price within the time period specified in the foregoing paragraph, the Company shall have the right to sell the Purchased Securities immediately at the price it deems appropriate, taking into consideration the situation or market condition at such time. In selling the Securities, even if the Company has effected the sale at a price below the market price at such time or the market price of such Securities increases, the Customer agrees and consents not to claim against the Company for any damages. In such case, the Customer agrees to compensate the Company in full for any penalty, the difference in the sale price of such Securities and the net proceeds from the Purchase and any damages incurred from the Purchase of such Securities. If not sufficient, the Customer agrees to compensate the Company for the remaining amount together with Default Interest.**

6.2 In selling Securities, the Customer will receive the sale price after deduction of fees, taxes and duties and other expenses within a time period specified by the Company, the OTC Center, the SET or the SEC. The Company shall deliver the sale price to the Customer by transferring money via the Automated Transfer System (ATS) or by transferring money to the Customer's cash balance account or by a crossed cheque specifying the Customer's account or a commercial bank account which the Company opens for the Customer or an account with records or by other methods specified by the SET or the Company.

The Customer shall deliver to the Company the Securities or the instruments representing the right in such Securities, documents, transfer instruments (which have been duly made and executed) which the Customer has full ownership in such Securities, documents and transfer instruments and which are free from any encumbrances to other person prior to the Customer placing the sale order within the time period specified by the SET and/ or the OTC Center.

**If the Customer fails to deliver the Securities and the relevant documents within the time period specified above, or the purchaser is unable to exercise any right in respect of the Securities, the Customer consents to the Company to Purchase such Securities at the price it deems appropriate, taking into consideration the situation or market condition at such time, in order to be able to immediately deliver the Securities on behalf of the Customer. In Purchasing the Securities, even if the Company has Purchased at a price higher than the market price at the time, or the market price of such Securities decreases, the Customer agrees and consents not to claim against the Company for any damages. In such case, the Customer agrees to compensate the Company in full for any penalty, the difference in the securities purchase price and the net proceeds from the sale of Securities and any damages incurred from the sale of such Securities. If not sufficient, the Customer agrees to compensate the Company for the remaining amount together with Default Interest.**

6.3 If the Customer sells the Securities without having paid the purchase value for such Securities or has other outstanding debts to the Company, the Customer shall fully pay the purchase value and the outstanding debts to the Company before the Company makes payment of the sale price to the Customer. In such case, the Customer may not request to exercise the right to setoff the outstanding debts against the sale price, except specified otherwise by the SET or the OTC Center. However, this shall not prejudice the Company's right to setoff such debt obligations as the Company deems appropriate.

6.4 Trading of Securities shall be executed according to the name, type, kind, amount and price intended to be Purchased or sold only, regardless of whether the Purchase is from or the sale is to the Company or any person or under whose name the Securities are held in or if there are any certain specification of the Securities. When the Company has to receive or deliver Securities from or to the seller, the purchaser or the Customer, the Company may use Securities in the same name, type, kind and amount for such purposes. If the Company is not able to Purchase or sell Securities in the full amount ordered by the Customer, the Customer agrees and consents to be bound by the amount of the actual Purchase or sale or as appears in the evidence of the Company. If the Customer cancels a securities trading order, the Customer shall notify the Company immediately. Such cancellation shall be effective upon the Company's confirmation of the said cancellation and shall not affect any acts which have already been performed by the Company.

## **Clause 7. Representations of the Customer**

**7.1 The Customer has good knowledge and understanding of the nature and risks associated with investment in Securities traded in and out of the SET, and that risks associated with the fluctuation in the value of Securities or collateral may result in a loss to the Customer or may require the Customer to deposit additional collateral in the quantity specified by the Company, the SET and/or the SEC.**

7.2 The Customer agrees and accepts that the Clearing House has issued regulations regarding guidelines on the handling of defaults on delivery of Securities, therefore the Customer agrees to be bound as follows:

7.2.1 In the case of a Purchase of Securities by the Customer, but the Company did not receive all Securities from the Clearing House for the allocation of such Securities to all the Company's customers, the Company shall have the right to allocate the Securities in accordance with the Company's regulations, articles or announcements. In the case where the Customer is not allocated the Securities in full, the Customer may receive cash settlement instead of Securities delivery and/or monetary compensation for forfeited benefits (if any), in accordance with the criteria, conditions and methods announced and stipulated by the SET and/or the Clearing House and/or any other relevant agencies and/or the Company and which the SET and/or the Clearing House and/or any other relevant agencies and/or the Company are entitled to change by announcement from time to time.

**7.2.2 In the case of a sale of Securities by the Customer and the Customer fails to deliver the Securities for the sale to the Company within the time specified in Clause 6.2, the**

**Customer agrees to be responsible for the penalties as announced and stipulated by the SET and/or the Clearing House and/or any other relevant agencies and/or the Company in addition to being responsible for damages. Such penalties are subject to change as may be announced and stipulated by the SET and/or the Clearing House and/or any other relevant agencies and/or the Company from time to time.**

7.3 The Customer acknowledges that the SET requires the Company, as a member of the SET, to refrain from placing improper securities trading orders in the trading system and to avoid placing securities trading orders which the SET may consider as improper. Such trading orders include but are not limited to:

7.3.1 Placing a securities trading order at a price that is significantly higher or lower than it should be (thereby orders matching is unlikely or indicating that the person placing such orders has no actual intention for the securities trading to occur at that price), whether or not such order is subsequently cancelled, for the purpose of jumping the queue or blocking others' orders.

7.3.2 Placing a securities trading order and subsequently cancelling the order or cancelling the original order and then placing another order within a short period of time repeatedly, without an actual intention to trade in those Securities but to give others a false impression that there is a high demand to trade in those Securities at a particular moment.

7.3.3 Placing a securities trading order at a price and volume that may match an opposite order placed earlier by the same customer or the same group of customers to give others a false impression in the price and volume of the trading in those Securities.

7.3.4 Placing a securities trading order at a price that is significantly higher or lower than it should be in order to control the price of the Securities at a particular moment.

7.3.5 Placing multiple securities trading orders in such a way that will push the price higher or lower repeatedly to give others a false impression that there are significant changes in the price of Securities at a particular moment.

7.3.6 Placing multiple securities trading orders at the same price level when in fact the multiple orders can be done in just one securities trading order to control the price of the Securities from getting higher or lower.

In addition, the Customer thoroughly acknowledges and understands the effects of such improper securities trading orders. If the Company considers that any of the Customer's securities trading order is an improper order, the Customer accepts that the Company may immediately suspend the placement of the Customer's order, and the Customer has no right to dispute or make any claims against the Company.

7.4 The Customer agrees that the Company has an absolute right to refuse or not accept the Customer's securities trading order or suspend its services at any time and on any day without having to notify the Customer in advance. The Customer agrees and accepts that the Customer shall not claim against the Company for any compensation.

7.5 In the case where the Customer wishes to trade Securities which are specified as Securities which have high turnover ratio (turnover list) as announced by the SEC and have the characteristics as specified by the SET pursuant to the SET's Regulations Re: Measures in Case of Abnormality in the Trading of Securities on the Exchange B.E. 2544 and amendments (if any) and/or Securities with high risk as announced and stipulated by the Company as the Company sees appropriate, the Customer agrees to trade the Securities with such characteristics only via a cash balance account.

Signed ..... Customer

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## **Terms and Conditions for the Appointment of Agent and Broker for Securities Trading For Securities Trading with Credit Balance Account**

### **Clause 1. Definition**

Unless defined otherwise in the Investment Services Agreement, the following expressions shall have the following meaning:

**"Securities"** means

(1) listed Securities but not including warrants to purchase shares, warrants to purchase debentures, derivative warrants and non-voting depository receipts (NVDRs) with warrants to purchase shares as underlying Securities;

(2) new shares issued by companies listed in the SET which have not yet been registered with the SET;

(3) any other Securities as amended and announced from time to time.

**"Collateral"** means the following assets:

(1) cash;

(2) listed Securities;

and any other assets as the SEC and/or the Capital Market Supervisory Board may specify as collateral for the Customer's compliance with these Additional Terms Relating to Credit Balance Account at present or as amended and announced from time to time, and which the Company has accepted as collateral and to the extent the laws and the Relevant Regulations permit as collateral.

**"Margin Account"** means an account which keeps records of the lending of money to the Customer for Purchasing Securities and/or lending of Securities to the Customer for making a short sale (if any), and includes records of interest on loan, loan or credit arising from withdrawal of the Customer's Excess Equity and fees and any other expenses which the Customer must pay to the Company.

**"Purchase"** also includes the subscription for purchase of Securities.

**"Initial Margin Rate"** means the minimum rate of the amount of money that the Customer must pay for the Purchase of Securities or the Excess Equity that the Customer must maintain in the Margin Account per the Purchase Value of any particular Securities prior to the Purchase of such Securities.

**"Excess Equity"** means the assets of any one customer in excess of the amount that the Customer must maintain at the rate specified by the Company.

**"Customer's Assets"** means the net value of cash, Securities and other assets used as collateral to secure debt payments in any one customer's Margin Account after the deduction of Debt Obligations arising from the Purchase or sale of Securities in that Customer's Margin Account.

**"Debt Obligations"** means debt obligations arising from the Purchase or sale of Securities including securities brokerage fee and VAT, interest on loan, loan, stamp duties, penalties, postage charges, other related fees such as pledge registration and notification fees and credit arising from withdrawal of the Customer's Excess Equity and any other expenses which the Customer must pay to the Company.

**"Purchase Value"** means the Purchase price for each Securities Purchase transaction under a Margin Account, inclusive of securities brokerage fee, VAT and other taxes applicable to such transaction.

**“Purchasing Power”** means the highest amount of money that the Customer may order a Purchase of Securities through a Margin Account at any particular time, inclusive of securities brokerage fee and VAT.

**“Maintenance Margin Requirement”** means the level of the value of total assets (equity) that the Customer must maintain and the calculation of which shall be in accordance with the methods as (1) specified and announced by the Company from time to time and which the minimum level at present is 35 (thirty-five) percent of the market value of all the Securities in the Customer’s account, or (2) the market value of the Securities listed in the SET times the rate specified and announced by the Company or the SET from time to time. If the value of the Customer’s account falls below such specified value, the Customer is required to deposit additional Collateral to meet the Maintenance Margin Requirement as specified by the Company. The Company has the right to amend such rate without having to notify the Customer in advance.

**“Minimum Margin Requirement”** means the minimum level of the value of total assets (equity) that is used as a criteria for a forced sale/enforcement of debt payment and the calculation of which shall be in accordance with the methods as (1) specified and announced by the Company from time to time and which the SET has specified the minimum level at present to be 25 (twenty-five) percent of the market value of all Securities in the Customer’s account, or (2) the market value of the Securities listed in the SET times the rate specified and announced by the Company or the SET from time to time. The Company has the right to amend such rate without having to notify the Customer in advance.

Clause 2. The Customer agrees to open a Margin Account with the Company and requests credit balance from the Company as loan to finance his/her Purchase of Securities for the full amount as approved by the Company. The Customer agrees to be responsible for taxes, duties, stamp duties and other expenses relating to the lending service for Purchase of Securities in accordance with these terms and conditions.

The Customer agrees and consents that the Company shall have the right to increase or decrease the credit limit and to impose any conditions for the use of the margin loan as the Company sees appropriate without the need to obtain a prior consent from the Customer. When the Company executes a Purchase of Securities according to the Customer’s order, the Customer is deemed to have received the loan proceeds under this agreement.

Clause 3. The Customer agrees, consents and acknowledges that the Customer may order Purchase of Securities for not more than the Margin Account credit limit specified by the Company. In the case where the Customer Purchases Securities above the Margin Account credit limit and the Company consents to such Purchase, the Customer agrees that such Purchase order is a request to increase the Margin Account credit limit and it shall be deemed that the Customer accepts the Purchase of Securities and the Customer agrees and consents to pay debts together with interest on the amount in excess of the Margin Account credit limit to the Company immediately upon receipt of a notice from the Company. It shall be deemed that the amount in excess of the specified credit limit constitutes a loan in accordance with these Additional Terms Relating to Credit Balance Account.

Loan period, interest payment and interest rate shall be in accordance with these Additional Terms Relating to Credit Balance Account in all respects.

Clause 4. The Company shall specify the Initial Margin Rate as appropriate by considering risks associated with each Security from time to time. The Company may specify the Initial Margin Rate by a general announcement or specifically by notifying the Customer, as the Company deems appropriate.

The Initial Margin Rate specified by the Company shall not be less than the Initial Margin Rate specified by the SEC or the SET. The rate which is higher shall apply.

Clause 5. The Customer is well aware that the margin loan can only be used to Purchase listed Securities as specified by the SEC. The Customer agrees and accepts that the Company has the right to permit and/or prohibit the use of margin loan as loan to finance the Purchase of Securities for

any specific Security or any specific group of Securities as the Company sees appropriate without the need to notify the Customer in advance.

Clause 6. The Customer agrees to deliver money or listed Securities to the Company as collateral for Purchase of Securities and/or Excess Equity prior to each Purchase transaction in the amount not less than the Initial Margin Rate as specified by the SEC and/or the SET and/or the Company, whichever is higher. Such rate is subject to change as may be announced by the SEC and/or the SET and/or the Company from time to time.

Clause 7. The Customer shall not order to Purchase Securities from the Margin Account in an amount exceeding the Purchasing Power as specified by the Company at any particular time, except where the Customer pays additional Purchase Value or deposits additional collateral in an amount not less than the Initial Margin Rate of the Purchase Value which is in excess of the Purchasing Power prior to the Purchase of Securities from a Margin Account in accordance with the criteria specified by the Company.

Clause 8. The Customer accepts that with respect to the calculation of the Customer's Purchasing Power at any particular time, the Company will consider the Excess Equity at that particular time in accordance with the criteria, conditions and methods specified by the SEC and/or the SET and/or the Company. The Company has the right to amend the criteria, conditions and methods with respect to the calculation of the Purchasing Power of the Customer as the Company sees appropriate without the need to notify the Customer in advance.

Clause 9. As Collateral for payment of debts from Securities trading under this agreement, the Customer agrees to pledge the Securities which the Customer ordered to Purchase at any time during the term of this agreement or the Securities which the Customer has delivered to the Company as collateral for payment of all types of debts to the Company, with no limit on the debt amounts and whether such debts are in existence at the time of execution of this agreement or are to be incurred in the future, as well as interest and accessory debts. If the pledge is enforced but the net proceeds are not sufficient to pay all the principal amount, interest, accessory debts and other expenses to the Company, the Customer agrees to pay the outstanding debts in full.

In the case where the Customer has the right to subscribe for the Purchase of Securities and has paid the subscription price for such Securities, the Customer agrees that the Securities under the subscription shall be treated as collateral for debt payment to the Company as in the case of Securities purchased under the preceding paragraph.

In the case where the Customer does not exercise the subscription right for Securities for whatever reason, the Customer agrees that the Company shall have the right to subscribe for such Securities on behalf of the Customer and in the name of the Customer and/or the Company, and/or subscribe for such Securities in the name of the Company itself as its own Securities as the Company sees appropriate. If the Company subscribes the Securities on behalf of the Customer and has advanced the subscription price for such Securities, it shall be deemed that the Customer owes debt to the Company in accordance with these terms and conditions and the Customer shall repay the Company immediately upon receipt of a notice from the Company. Where the Company exercises or waives the subscription right for Securities for whatever reason, it shall not be deemed that any damage has been caused to the Customer and the Customer shall not have any right to claim for any damages from the Company.

Clause 10. In the event where an issuer of Securities (which have been deposited as collateral for the Customer's debt payment) declares dividend and/or stock dividend to be distributed to Securities holders and if stock dividend is distributed, the Customer agrees that the Company shall also have the right to hold such stock dividend as collateral for debt payment.

Clause 11. With respect to a Purchase of Securities, the Company shall deduct an amount from the Customer's cash. If such cash is insufficient to pay the full purchase price of the Securities, the Customer agrees to borrow the required amount from the Company to pay the purchase price. However, even if the Customer has sufficient cash to pay for the full purchase price of the Securities, the Customer agrees to borrow money from the Company for a portion of the purchase price in the



amount specified by the Company in order for the Purchased Securities, cash, the Securities deposited as collateral and other assets to be treated as collateral for debt payment to the Company.

With respect to a sale of Securities or deposit of additional cash collateral, the Company shall apply the money received as collateral for payment of debts under the margin loan and deduct the amount as payment of existing debts under the credit balance for Purchase of Securities. However, even if the cash received is in excess of the debt amount, the Customer agrees that a portion of the debt amount as specified by the Company shall be maintained as an outstanding debt with the Company in order for the cash, the Securities deposited as collateral and other assets to be treated as collateral for debt payment to the Company.

Clause 12. The Company shall announce and specify the name list of marginable Securities permitted to be Purchased by the Customer in the Margin Account and the Initial Margin Rate for each of such Securities as well as the applicable conditions. The Company reserves the right not to trade or accept any one Securities or any one instrument as Collateral for the Customer.

**However, where the Company announces a change in the type of Securities permitted to be Purchased by the Customer and/or deposited as collateral in a Margin Account to become the type of Securities not permitted to be Purchased by the Customer and/or deposited as collateral in a Margin Account, the Customer agrees that the Company may hold on to such Securities although they may not be considered in the calculation of the Purchasing Power and/or the required margin rate.**

Clause 13. The types of assets that the Customer may deposit as an additional collateral for debt payment under a Margin Account shall be as specified and announced by the Company, from time to time, which shall be subject to the criteria prescribed by the SEC or the SET.

Clause 14. The Customer agrees and acknowledges that the calculation of the value of Securities and Collateral shall be in accordance with the criteria/conditions specified by the Company.

Clause 15. The Customer agrees and acknowledges that the Company will adjust the value of Securities and/or Collateral on a mark to market basis and calculate the value of Securities and/or the Customer's Assets at least once at the close of each Business Day at the price specified by the SEC and/or the SET and/or the Company. The adjustment in the value of Securities and/or assets will indicate any change, which could be an increase or a decrease, in the Purchasing Power, the value of the Customer's Assets and the Customer's Excess Equity. Such adjustment in the value of Securities or assets shall be in accordance with the criteria/conditions specified by the Company from time to time.

Clause 16. The Customer agrees and acknowledges that the Company will evaluate the Customer's equity against the "Maintenance Margin Requirement" at the end of each Business Day. If it appears that the Customer's equity becomes lower than the Maintenance Margin Requirement, the Company will not permit the Customer to make an additional Purchase of Securities and the Company is entitled to demand the Customer to deposit additional Collateral in the form of asset such as cash or other Collateral (as the case may be), or request the Customer to repay the loan which the Customer owes to the Company until the margin rate of the Customer is not lower than the Maintenance Margin Requirement as notified or specified by the Company. The Company shall proceed according to this paragraph every time the margin rate in the Customer's Margin Account is lower than the Maintenance Margin Requirement. If the Customer does not deposit assets as additional Collateral within the period which the Company or the SET specifies from time to time (at present, such period is 5 (five) Business Days from the date of the Company's request for additional Collateral) (by way of pledge or guarantee in full) or does not repay the loan pursuant to this Clause, the Company is entitled to force sell the Customer's Securities in the possession of the Company, or of which the Company is in charge but are in the possession of another person, until the margin rate in the Customer's Margin Account is not lower than the minimum margin rate as notified or specified by the Company. After the forced sale is carried out, the Company shall notify the Customer of the result.

The Company shall be entitled to demand any type of additional Collateral to reduce the risk of the Company, but the Collaterals that can be used to calculate the level of Maintenance Margin Requirement must be Collaterals specified by the SEC and the SET or the Company. However, the

Company will not include the value of such assets for the purpose of calculating the Customer's Purchasing Power.

Clause 17. If the value of Collateral has decreased and consequently results in the margin rate in the Customer's account being lower than **the Minimum Margin Requirement, the Company shall be immediately entitled to force sell the Securities**, as from the date the margin rate in the Customer's Margin Account becomes lower than the Minimum Margin Requirement, in the quantity that would cause the margin rate in the Customer's Margin Account not being lower than the Maintenance Margin Requirement. The Company shall notify the Customer in writing of the sale of such Securities within the next Business Day after the date of the sale. The Company shall apply the monies from the forced sale against the payment of debts the Customer owes to the Company. However, this shall not impair the right of the Company to demand the Customer to deposit additional Collateral in the form of asset, cash or other Collateral (as the case may be).

Clause 18. The Company will charge interest on a margin loan given for the Purchase of Securities or pay interest on the remaining amount of money deposited as collateral for debt payment in the Margin Account which has not been used for Purchase of Securities once a month. The calculation of the interest will be based on the outstanding balance on each day at the interest rate that has been agreed with the Customer. If the Company charges the interest, it shall be deemed that the Customer withdraws the money from the Margin Account; and if the Company pays the interest, it shall be deemed that the Customer deposits the additional money in the Margin Account (as the case may be). The interest will be charged or paid on the 1<sup>st</sup> day of the following month. Each time, withholding tax will be deducted before the setoff of the remaining cash in the account against the outstanding debts.

The Customer agrees that the Company shall immediately calculate the interest on a margin loan on each day starting from the date on which the Company provides the margin loan for each Purchase of Securities, and the Company shall calculate the interest payable to the Customer in respect of the Customer's cash that remains with the Company from the date such cash is immediately available to the Customer under this agreement. The Company shall add the proceeds from selling Securities to the Customer's account instead of delivering such proceeds to the Customer. The Customer may withdraw the money only in respect of the Excess Equity. In the case of withdrawal of money by the Customer, the Company shall issue a crossed check to the Customer or withdraw such amount as payment of debts arising from the Customer's Transactions with the Company.

If the Customer desires to withdraw money from the Company, the Customer shall notify the Company at least 1 Business Day in advance of the intended receipt date. The Company shall proceed to withdraw the amount from the Customer's account and deposit the same into the Customer's bank account or proceed according to the Customer's instruction to the Company. Even if there is cash in the Customer's account, the Company and the Customer agree that the Customer shall be deemed to owe a margin loan to the Company of at least Baht 10 (Ten Baht Only) indefinitely. In case the Customer's remaining cash is more than Baht 10, the Company shall not charge any loan interest on such Baht 10.

The Company shall prepare and deliver a report to the Customer at least once a month containing a summary of changes in the status of the Customer as a debtor or a creditor and items of Collateral in the Margin Account. The Customer has the responsibility to verify the correctness of the content of such report. If the Customer does not object to the report within the time period specified in the Reporting Documents, it shall be deemed that the Customer accepts the content of such report in all respects.

Clause 19. At any time, the Company has the right to demand the Customer to repay the margin loan, including brokerage fee and VAT as well as all accessory expenses to the Company immediately or within the time period specified by the Company.

Clause 20. The Company shall deliver a margin loan statement to the Customer once a month. The Customer has the responsibility to immediately verify the correctness of the Margin Account. If the Customer does not dispute such statement within the time period specified in the Reporting

Documents, it shall be deemed that the Customer accepts the margin loan statement as correct in all respects.

The Company has the right to withhold the sending of a margin loan statement to the Customer at any time as the Company deems appropriate. In such case, the Customer has the responsibility to receive the margin loan statement at the Company's office. If the Company finds any error or incorrectness in the Margin Account at any time, the Company is entitled to amend, supplement or cancel such error or incorrectness immediately without the Customer's consent.

Clause 21. The Customer may not withdraw money from the Margin Account in excess of the Excess Equity. If such withdrawal amount exceeds the outstanding cash balance in the Margin Account, it shall be deemed that the amount that the Customer withdraws from the Margin Account is the amount the Customer borrows from the Company and such item shall be recorded as loan in the Margin Account. Additionally, the Company is entitled to prescribe the payment period for the Customer in this case to correspond with the price payment and Securities delivery period as specified by the Clearing House. In any case, the Customer agrees that it is at the Company's discretion to approve or not approve the Customer's withdrawal of money from the Margin Account.

Clause 22. The Customer understands and acknowledges that the use of credit balance for Purchase of Securities involves risks and, therefore, the Customer will consider the Transactions with great care.

Clause 23. The money that the Customer deposits with the Company under these terms and conditions are collateral for loan for Purchase of Securities. Hence, the Customer may earn interest at a rate that is different to the interest rate on savings deposited with financial institutions engaging in the business of accepting deposits.

Clause 24. The Company may withhold the credit given to the Customer at any time, if the lending to the Customer at any particular time is in conflict with the laws, regulations, articles, orders or notifications of the Ministry of Finance, the SEC, the SET, the Bank of Thailand and/or any other relevant government units or government agencies, or if the Customer defaults on debt payment, breaches the agreement or does not comply with the terms and conditions of this agreement, or if there is an occurrence which the Company considers that the lending to the Customer may cause damage to the Company or the Company may not receive payment in full. The Customer agrees not to claim against the Company for any damages. Both parties agree that each time the Customer drawdowns a loan under this agreement, such loan shall be recorded in the Margin Account and the Margin Account shall be evidence of a current account. The Customer and the Company agree to balance the statement at the end of each Business Day. The Customer accepts that a lending under this agreement is a lending under the current account under the Civil and Commercial Code and in accordance with the criteria, methods and rules of the SEC which is deemed as a customary practice of securities companies.

Signed ..... Customer  
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## **Terms and Conditions for the Appointment of Derivatives Agent for Derivatives Trading Account (TFEX)**

### **Clause 1. Definition**

Unless defined otherwise in the Investment Services Agreement, the following expressions shall have the following meaning:

**“Purchase Order”** means an offer to purchase Derivatives under the terms on Derivatives Trading specified by the Company under the provisions of the Relevant Regulations.

**“Sell Order”** means an offer to sell Derivatives under the terms on Derivatives Trading specified by the Company under the provisions of the Relevant Regulations.

**“Trading”** means a Purchase Order or a Sell Order for Derivatives which is confirmed by the Derivatives Exchange under the provisions of the Relevant Regulations.

**“Margin”** means margin specified by the Company and requested from the Customer as a guarantee for the performance of Derivatives and this Agreement.

**“Initial Margin”** means the minimum assets that the Customer must deposit or pay for the purchase or sale of each type of Derivative at the rate or amount specified by the Company under the provisions of the Relevant Regulations.

**“Maintenance Margin”** means minimum assets that the Customer must maintain for the purchase or sale of Derivatives at the rate or amount specified by the Company under the provisions of the Relevant Regulations.

**“Minimum Margin” or “Force Close Margin”** means the level of the value of the Customer’s Assets that is used as criteria for the Company to immediately force close contract position and/or enforce debt payment when the value of the Customer’s Assets is equal to or is below the specified level.

**“Additional Margin”** means assets other than the Initial Margin and the Maintenance Margin that the Customer must deposit with the Company for the purchase or sale of Derivatives at the rate or amount specified by the Company under the provisions of the Relevant Regulations.

**“Position Limit”** means the maximum amount and/or value of Trading position of each type of Derivative and/or all types of Derivatives that the Customer may possess at any particular time as approved by the Company and calculated using the method announced and specified by the Company under the provisions of the Relevant Regulations.

**“Customer’s Assets”** means one or more of the following assets which the Company accepts as assets of the Customer and to the extent permitted by the relevant laws as assets of the Customer:

(1) assets which the Company receives or holds as Margin or a guarantee for the performance of Derivatives traded by the Customer;

(2) profits or any other benefits of the Customer from the Trading of Derivatives;

(3) warehouse receipt, bill of lading or any other instruments representing rights in assets held by the Company on behalf of the Customer for the purpose of delivery or as a result of accepting delivery of goods under the Derivatives of the Customer;

(4) cash, Securities or other assets which the Company receives from the Customer for payment of goods which delivery is to be accepted under the Derivatives of the Customer, or which the Company accepts for the Customer as a result of delivery of goods under the Derivatives of the Customer;

(5) remaining cash from a sale of the Customer's Securities held by the Company for the Customer as a result of the Customer's breach of the terms and conditions relating to the provision of financial services and these additional terms relating to the appointment of derivatives agent;

(6) other assets having liquidity as specified by the SEC and/or the Capital Market Supervisory Board.

**"Close out Derivatives Position"** means the release of rights and obligations under the existing Derivatives by entering into a new agreement to nullify the effects of the Derivatives which includes, but not limited to, entering into new Derivatives that have an opposite effect or by any other method as specified by the Clearing House. However, this shall not include delivery and making payment of due amount which one party has to proceed with the other party in closing out such Derivatives position.

**"Networking Company"** means the derivatives agent who has entered into the agreement with the Company regarding the transfer of Customers' Trading orders in the event of a force majeure or an emergency or an error in the Company's computer system.

**"Beneficiary from the Customer's Derivatives Trading"** means a person pursuant to the notification of the SEC, as amended from time to time.

## **Clause 2. General Terms and Conditions**

2.1 In the case of the termination of these terms and conditions and/or the Investment Services Agreement for any reason, the Customer agrees that the Company is entitled to transfer a Derivatives position or Close out Derivatives Position of the Customer as the Company deems appropriate and Clause 7 shall apply *mutatis mutandis*.

2.2 The Company shall inform the Customer in writing regarding the Derivatives Trading transactions, status and movement of money on the Business Day following the date of the Customer's Trading. The Company shall prepare a report on Derivatives Trading transactions to inform the Customer of the amount of the Customer's Assets, Derivatives, Margin, status and movement of money and make available at the Company and/or make available for verification through other systems during business hours under the provisions of the Relevant Regulations.

2.3 These Terms and Conditions for the Appointment of Derivatives Agent and any other related documents shall form an integral part of the Transaction Documents as defined in the terms and conditions relating to the use of investment services which the Customer has entered into with the Company.

## **Clause 3. Acknowledgement and Understanding of the Customer**

3.1 Where the Company provides information, news, advice or any recommendation, the Company does not provide confirmation, representation or guarantee as to return, profit or loss from investment, suitability or risk relating to the investment, accuracy and completeness of such information or recommendation or tax implication from Derivatives Trading. The Customer acknowledges and understands that the Company's advice is in relation to the Customer's Derivatives Trading with the Company and has the objective of enabling the Customer to make an assessment and a decision on the investment by him/herself. In addition, the Customer does not rely on or use any of the information, recommendation or communication from the Company in the nature of an investment advice or a recommendation to enter into a Derivatives.

3.2 Information, advice or recommendation given to other customers may differ to the advice or recommendation given to the Customer. Such information may not be consistent with investment information for the Company's own benefit or investments by directors, employees, agents or representatives of the Company.

3.3 The Company may transfer the Customer's account to:

3.3.1 Other accounts (if any) of the Customer, whether or not such Customer's accounts are operated or managed by the Company;

3.3.2 The Company's account; or

3.3.3 An account of other derivatives agents who are members of the Futures Exchange and the Clearing House in accordance with the law or other agreements or orders given by the Customer. In the case of this Clause 3.3.3, the Company shall be released from its obligations under the terms and conditions relating to the provision of financial services and these additional terms relating to the appointment of derivatives agent once the Customer's account has been transferred.

3.4 Pursuant to the law, the Company has the discretion to refuse to accept a transfer or an allocation of Derivatives from other derivatives agents who propose to transfer or allocate the Derivatives to the Company. If the Company decides to accept such transfer or allocation of Derivatives from those other derivatives agents, the Derivatives shall be binding on the Customer immediately upon the Company accepting such transfer or allocation of Derivatives for delivery and/or payment whether or not a confirmation has been made by the Customer. The Company shall not be liable for any loss, cost, expense or damage arising from such transfer or allocation of the Derivatives, except in the case of willful misconduct or gross negligence of the Company, its directors, employees, agents or representatives.

3.5 The Company may perform an act or order a third person to perform an act in relation to Derivatives and Derivatives Trading in the Futures Exchange in the name of the Customer, and the Company may split fees or other amount of money in relation to Derivatives and Derivatives Trading with such third person as the Company sees appropriate and to the extent permitted by law. The Company, its directors, employees, agents or representatives shall not be liable for any act or omission to act of the third person who acts on behalf of the Customer, except in the case of willful misconduct or gross negligence of the Company in hiring, delegating or ordering the third person to act on behalf of the Customer.

#### **Clause 4. Account Opening, Trading Limit and Position Limit**

4.1 The Customer agrees to open a Derivatives trading account with the Company in order to place Purchase Orders or Sell Orders through the Company, and the Company agrees to open such account for the Customer at the rate which does not exceed the Position Limit. The Customer consents to comply with the terms and conditions of this agreement and/or other terms specified by the Company and the Relevant Regulations. Such determination of the maximum amount of Derivatives held by the Customer shall not limit the liability of the Customer that is actually incurred under the terms and conditions relating to the use of investment services or in connection with these additional terms relating to the appointment of derivatives agent.

The Customer is well informed of risks associated with Derivatives Trading as set out in the Risk Disclosure Statement on Derivatives Trading. The Customer hereby acknowledges that Derivatives Trading by the Customer through the Company in the Derivatives Exchange does not create a direct legal relationship between the Customer, the Derivatives Exchange and the Clearing House in any way.

4.2 The Company may, at its own discretion and without requiring any advance consent from the Customer, increase or reduce the trading limit and/or Position Limit. Furthermore, the Company has the right not to proceed with Trading which exceeds the Customer's Position Limit. The Customer agrees and accepts that the Company has such right not to proceed with the Trading and shall not dispute or claim against the Company for any damages.

## **Clause 5. Derivatives Trading**

5.1 For the Derivatives Trading under this agreement, the Customer agrees to deposit the Customer's Assets or arrange for the Customer's Assets to be deposited with the Company as Margin at the rate or value not less than that specified by the Company prior to each Derivatives Trading. The Customer acknowledges and accepts that the Company has the discretion to permit the Customer to purchase or sell Derivatives without requiring a Margin to be deposited with the Company in advance in accordance with the conditions of the Relevant Regulations.

5.2 The Customer may trade Derivatives with the characteristics and/or format and provisions as specified by the SEC and/or the Derivatives Exchange and/or the Clearing House only. The Customer accepts that the Company has the right to prohibit the Customer from trading in Derivatives with any specific characteristic and/or format and provisions as the Company sees appropriate without having to notify the Customer in advance.

5.3 In placing Purchase Orders or Sell Orders under this agreement, the Customer has thoroughly studied the different types of Purchase Orders or Sell Orders and conditions applicable to such orders as specified by the Derivatives Exchange and/or the Company.

5.4 In the purchase or sale of Derivatives, the Customer acknowledges and consents that the Company may purchase or sell Derivatives with the Customer as the Customer's counterparty. This agreement shall be deemed to be a written consent to the Company being a counterparty in such transaction, unless the Relevant Regulations provide otherwise. The Company shall inform the Customer prior to each Derivatives Trading.

5.5 If it appears to the Customer that there is a mistake or inaccuracy in the Purchase Order or the Sell Order, the Customer shall dispute such confirmed Purchase Order or Sell Order to the Company within the day of the Trading. Otherwise, it shall be deemed that the Customer accepts such Purchase Order or Sell Order or Derivatives Trading to be valid, correct and complete.

5.6 Unless specifically stated in the Purchase Order or the Sell Order by the Customer, a Purchase Order or a Sell Order is binding on the Customer upon the Customer placing, or is deemed to have placed, such an order. Where the Company is unable to carry out the Derivatives Trading according to the Customer's order, whether entirely or partially, the part of an order that cannot be carried out shall be cancelled upon the end of the time period specified in the Customer's Purchase Order or the Sell Order or as specified by the Relevant Regulations. Where the Company is able to carry out the Derivatives Trading according to the Customer's order, whether entirely or partially, the Customer agrees and accepts the consequence of such Derivatives Trading in all respects. The Company shall not be liable for any loss suffered by the Customer where the Company is unable to carry out the Derivatives Trading according to the Customer's order, whether entirely or partially.

5.7 The Customer shall notify the cancellation or change of a Purchase Order or a Sell Order, whether in whole or in part, to the Company before such Purchase Order or Sell Order is executed. Such cancellation or change of order shall be effective only after the Customer has received a confirmation of the cancellation or change from the Company. Such cancellation or change of order shall not affect any act performed by the Company prior to the effectiveness of the cancellation or change of order.

5.8 If the Derivatives position in the Customer's account exceeds the Position Limit, the Customer agrees and accepts that the Company will Close out Derivatives Position of the Customer until the Customer's Position Limit is in accordance with the criteria announced and specified by the Company under the provisions of the Relevant Regulations.

5.9 A transfer or an acceptance of a transfer of the position of the Customer with other person shall be in accordance with the criteria specified by the Company under the provisions of the Relevant Regulations.

5.10 For the purpose of determining the trading limit and the Position Limit of the Customer under this agreement, the Company may consider to aggregate the accounts of the Customer and the Beneficiary from the Customer's Derivatives Trading which are opened with the Company in order to calculate the Position Limit.

5.11 The Company shall calculate the value of the Customer's Derivatives position every Business Day at the close of normal trading hours on a mark-to-market basis in line with the manner and method specified by the Company and to the extent permitted by relevant law.

5.12 The Company may verify the Customer's Derivatives position that remains outstanding with the Company as the Company sees appropriate. In the case where the Customer's Derivatives position exceeds the maximum number of Derivatives holding specified by the Company at any time, the Company may exercise its discretion to net the Customer's Derivatives position, refuse the order of the Customer, demand additional Margin, Close out all the Customer's Derivatives Position in accordance with the terms and conditions relating to the use of investment services and these Additional Terms Relating to the Appointment of Derivatives Agent or to perform any one or more acts as the Company considers appropriate for the number of Derivatives holding by the Customer to be as specified by the Company. Such acts of the Company shall be at the expense of the Customer, and the Customer agrees not to object to the Company's actions and not to claim for any losses or damages incurred as a result of the Company's acts in any way.

## **Clause 6. Margin**

6.1 The Customer agrees to deposit Margin with the Company for the purpose of Derivatives Trading in accordance with the Relevant Regulations and as specified by the Company under the provisions of the Relevant Regulations.

6.2 The Customer is required to deposit Margin with the Company in the amount and at the rate not lower than the Initial Margin under the conditions and the time period specified by the Company.

6.3 The Company will calculate the value of Derivatives in the Customer's account and adjust the Margin value deposited with the Company to be in line with the actual market value in accordance with the method specified by the Relevant Regulations at least at the end of each Business Day or as specified by the Company.

6.4 The Customer agrees to maintain the Maintenance Margin in accordance with the Relevant Regulations and as specified by the Company.

If the aggregated value or rate of the Customer's Margin is lower than the Maintenance Margin at the end of any Business Day, the Customer shall deposit additional Margin in order that the value or rate of the Maintenance Margin in Customer's account is equal to the Initial Margin. The Customer shall deposit such additional Margin within the time period announced and specified by the Company.

Under the provisions of the Relevant Regulations, the Company may request the Customer to deposit additional Margin with the Company for each type and each kind of Derivatives in the amount, rate or value and within the time period specified by the Company.

6.5 The Customer may withdraw the Margin deposited with the Company if the value or rate of the deposited Margin is higher than the Maintenance Margin. Such withdrawal shall be in accordance with the criteria and methods specified by the Company.

6.6 Without prejudice to any other rights of the Company under the Relevant Regulations or under this agreement, in the case where the Company does not receive the Margin from the Customer within the specified time period, the Customer agrees that the Company shall have an absolute right to proceed as follows:



(1) The Company is entitled to refuse an advance Purchase Order or Sell Order from the Customer, except if such order is intended for the purpose of Closing out Derivatives Position.

(2) The Company is entitled to immediately close out all or part of the Customer's Derivatives holding.

(3) The Company is entitled to setoff debts or retain the Margin or any other benefits that the Customer has with the Company.

(4) The Company is entitled to demand to collect penalties from the Customer for a default to deposit Margin for the amount that is in default or the fee payable by the Customer.

The Customer agrees that the right set out in the first paragraph shall remain applicable even if the Company subsequently receives the Margin in full amount from the Customer.

In such case, the Customer agrees to compensate the Company in full for any penalty, the difference in the sale price of Derivatives and any damages sustained by the Company. If not sufficient, the Customer agrees to compensate the Company for the remaining amount together with penalties.

## **Clause 7. Closing out Derivatives Position**

7.1 The Customer agrees and accepts that the Company has the right to Close out Derivatives Position of the Customer as the Company deems appropriate if one or more of these events occur:

7.1.1 If the Customer's Derivatives position exceeds the Position Limit specified by the Company.

7.1.2 If the Customer defaults in a debt payment under a Derivative and/or these terms and conditions and/or the Investment Services Agreement for any reason.

7.1.3 If the Customer breaches his/her representations and/or these terms and conditions and/or the Investment Services Agreement for any reason.

7.1.4 If these terms and conditions and/or the Investment Services Agreement terminate for any reason.

7.1.5 If the Company sees appropriate or for the purpose of preventing and deterring abnormal Trading conditions and Derivatives Trading behaviors which are improper or may violate the laws.

7.1.6 If the Customer defaults in a debt payment and/or if any events specified in Clause 8 of the Investment Services Agreement occur.

7.1.7 If the Customer defaults in a debt payment under Clause 8 of the Investment Services Agreement.

7.1.8 If any other events as specified in the Investment Services Agreement occur.

7.2 Such Closing out of Derivatives Position and deduction of the Customer's account are for the purpose of paying debts under the Derivatives and this agreement as well as to pay penalties and fees arising from Derivatives Trading under this agreement. If there is still an outstanding amount owed to the Company by the Customer after such Closing out of Derivatives Position and deduction of the account, the Customer shall be responsible for such outstanding amount together with penalties until the outstanding amount is paid to the Company in full. If there is a remaining balance available after such Closing out of Derivatives Position and deduction of the account, the Company shall return such amount of money to the Customer.

7.3 If the Customer is in default of a debt payment or breaches an immaterial provision of the agreement, the Company may grant an extension to allow the Customer to remedy such default or breach of the agreement within a specified time period or subject to any conditions, provided that such extension shall apply only to the specific incidence. If the Customer fails to remedy such default or breach within the specified time period or in accordance with the specified conditions, it shall be deemed that the Customer is in default and the Company shall have the right to immediately terminate this agreement and demand all debts to be paid. Any extension under this clause shall not constitute a waiver of the Company's right to claim against the Customer as a result of the default of debt payment.

**7.4 Notwithstanding any other terms of this agreement, if**

**(a) the Customer conceals or provides inaccurate facts in this agreement, whether in whole or in part, as specified in these terms and conditions and/or the Investment Services Agreement;**

**(b) the Customer refrains from or is not complying with any material clause of this agreement;**

**(c) the Company sees appropriate or for the purpose of preventing and deterring abnormal Trading conditions and Derivatives Trading behaviors which are improper or may violate the laws;**

**(d) the Company complies with the order of the Clearing House, the Derivatives Exchange or the SEC,**

**the Customer agrees that the Company may undertake any of the following acts without requiring an advance consent from the Customer:**

**(1) Close out Derivatives Position and deduct the account or enforce debt payment from the Customer's account opened with the Company, whether in whole or in part, and regardless of whether or not such debts are due; or**

**(2) reduce or limit the trading limit or Position Limit of the Customer; or**

**(3) cancel all Purchase Orders and Sell Orders of the Customer that have been placed but which the Company has not executed; or**

**(4) close all accounts of the Customer to pay the debt obligations of the Customer.**

7.5 If the Company is unable, may not or fails to Close out Derivatives Position under this agreement or the Relevant Regulations, the Customer agrees that the SEC, the Derivatives Exchange, the Clearing House or any person assigned by the Company may Close out such Derivatives Position as it / such person considers appropriate.

**For the purpose of Closing out Derivatives Position of the Customer under this Clause 7, "Customer" means the Customer and the Beneficiary from the Customer's Derivatives Trading.**

**Clause 8. Acceptance and Delivery of Goods**

The Customer may request for the acceptance and/or delivery of goods for debt payments under the Derivatives and/or these terms and conditions and/or the Investment Services Agreement only after the Customer has obtained the Company's approval pursuant to the criteria and methods specified by the Company.

## Clause 9. Liabilities and Remedies

9.1 The Customer agrees to be liable for all losses and any expenses which may be incurred by the Company from or in relation to this agreement or any action or inaction of the Customer or an agent of the Customer, including all losses and any expenses that the Company may incur from demands or claims by other person against the Company in relation to this agreement, which do not arise from willful action or inaction or negligence of the Company or its officers or employees in any way.

9.2 In the event of a force majeure, an emergency or an error in the Company's computer system, the Customer agrees that the Company may place the Customer's Purchase Orders or Sell Orders through its Networking Company in order to match such Purchase Orders or Sell Orders in the Derivatives Exchange.

9.3 The Customer agrees that the Company shall not be liable for any loss and/or damage suffered by the Customer if such loss and/or damage is caused by fire, storm, strike, riot, protest, war, government control, data transmission error and communication network system error or delay from third party's or the Company's communication network, disruption of tool and equipment, disruption in electrical currents or a force majeure affecting the Company's operation, provided, however, that such damage shall not be caused by willful misconduct or gross negligence of the Company or its officers or employees.

## Clause 10. Risks

10.1 The Customer has received the Risk Disclosure Statement on Derivatives Trading and the Custodial Agreement as appear in the attachments, and the Company has explained to the Customer as to risks associated with Derivatives Trading. The Customer has a good understanding of Derivatives Trading, the mechanism and practices of Derivatives Trading, deposit of Margin, risks and damage that may arise from Derivatives Trading and the Relevant Regulations, as well as rights, duties and responsibilities of the counterparty. The Customer has been informed by the Company that by signing the Risk Disclosure Statement, the Customer is deemed to have certified and acknowledged that the Customer has thoroughly read and understood the content of such Risk Disclosure Statement.

10.2 The Customer has thorough knowledge and understanding of the nature and risks associated with Derivatives Trading. The Customer shall consider Derivatives Trading transactions with great care and attention. The Customer accepts the consequence of Derivatives Trading in all aspects.

**10.3 The Customer has been informed by the Company that Derivatives Trading involves high risks due to price fluctuation of Derivatives and Goods or Variables as a result of changes to the Relevant Regulations and applicable taxes and duties. Furthermore, as Derivatives Trading involves a minimal amount of Initial Margin as compared to the value of the Trading order, a slight fluctuation of the price of the Derivatives may affect the Margin deposited by the Customer or may require the Customer to deposit additional Margin in a higher proportion than the Derivatives price fluctuation, and this may result in a positive or a negative impact on the Customer. Hence, Derivatives Trading may cause the Customer to lose all of the Initial Margin and the additional Margin. In the case where the Derivatives price fluctuation negatively affects the Customer's position or increase the level of the required Margin, the Customer may be called upon to deposit additional Margin in order to maintain the Derivatives position. In the event that the Customer fails to deposit additional Margin within the specified time period, the Customer may be Closed out of the Derivatives Position at a loss and shall be responsible for the resulting loss.**

Signed ..... Customer

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## **Risk Disclosure Statement for Futures and Options Traded on Derivatives Exchange**

We, Krungsri Securities Public Company Limited, as a derivatives agent of the Customer hereby certify that the Company's officer (who performs work for the Company) has explained to the Customer as to the risks associated with futures and/or options Trading prior to the opening of an account or the Trading of futures and/or options for the Customer on the following matters:

### **1. Futures**

#### **1.1 Nature of Futures**

A futures contract is one in which both the seller and the buyer are each obliged to perform obligations in accordance with the terms thereof. Therefore, in the event that the parties do not Close out Derivatives Position before the maturity of the contract, the seller is obliged to deliver the goods to the buyer, while the buyer is obliged to make payment for the goods to the seller (physical delivery), or either party will receive payment from or be obliged to make payment to the other party in the amount which is equivalent to the difference between the exercise price and the price or the value of the underlying goods or variable prevailing at any specific time or period of time in the future as specified in the contract (cash settlement).

#### **1.2 Risks of Loss in Futures Trading**

In executing futures Trading, both the buyer (long position) and the seller (short position) have the duty to deposit assets with a derivatives agent to guarantee their performance of such futures contract. The amount of the Initial Margin is minimal as compared to the value of the futures contract. As such, a slight movement in the market price of futures contract provides an opportunity to the Customer to realize substantial gains within a short period of time, as well as the opportunity to sustain considerable loss within such short period of time which may be greater than the value of the Initial Margin deposited with the derivatives agent, and thereby resulting in loss greater than the value of the Margin deposited with the derivatives agent or the Customer may be forced to Close out Derivatives Position if the Customer is unable to deposit additional Margin within the specified time period.

### **2. Options**

#### **2.1 Nature of Options**

An options contract is one in which the seller gives the buyer the option to buy or sell the underlying goods at a specified price within a specified period of time and under the conditions specified in the options contract; or the option to receive payment from the seller in accordance with the conditions specified in the options contract. The buyer is required to pay a premium to the seller in exchange for the option to buy or sell.

An options contract which gives the option to the buyer to buy the underlying goods or variable at a specified price is called a call option. An options contract which gives the option to the buyer to sell the underlying goods or variable at a specified price is called a put option. Such options must be exercised in accordance with the conditions specified in the options contract.

In making payment of the price and making delivery upon the buyer exercising the right specified in the options contract, it may be agreed that the actual underlying goods will be delivered (physical delivery) or that the buyer shall receive payment in the amount which is equivalent to the difference between the exercise price and the price or the value of the underlying goods or variable prevailing at any specific time or period of time in the future as specified in the contract (cash settlement).

## **2.2 Risks of Loss in Options Trading**

The buyer of an options contract may choose to offset or exercise the options contract or simply allow the options contract to expire. In the event that the buyer exercises the options contract, such buyer will receive an amount equivalent to the difference between the exercise price and the price or the value of the underlying goods or variable prevailing at any specific time or period of time in the future as specified in the contract (cash settlement), or the buyer is required to accept or deliver the underlying goods specified in the contract (physical delivery) by making payment for the underlying goods accepted or receiving payment for delivering such underlying goods at the price specified in the options contract. In the event that an options contract expires with no value, the buyer will sustain loss equivalent to the option premium.

The seller of an options contract will receive an option premium from the buyer and is obliged to fulfill the terms of the options contract if the buyer exercises the options contract. The seller has the duty to deposit a Margin. If the seller does not offset its position at the time the buyer exercises the options contract, the seller will have the obligation to make payment of an amount equivalent to the difference between the exercise price and the price or the value of the underlying goods or variable prevailing at any specific time or period of time in the future as specified in the contract (cash settlement), or the seller is required to accept or deliver the underlying goods specified in the contract (physical delivery) by making payment for the underlying goods accepted or receiving payment for delivering such underlying goods at the price specified in the options contract. In the event that an options contract expires with no value, the seller will gain profit equivalent to the option premium.

As the buyer of an options contract may sustain potential loss limited to the option premium, the buyer is not required to deposit Margin but is required to pay only the option premium. On the contrary, the seller of an options contract may sustain unlimited loss similar to Trading in futures. Therefore, the seller of an options contract is required to deposit Margin with a derivatives agent to guarantee performance of such Derivatives. Also similar to futures Trading, the seller of an options contract may sustain considerable loss within a short period of time which may be greater than the value of the Initial Margin deposited with the derivatives agent if the market price of the Derivatives moves unfavorably.

## **3. Other Risks and Information Associated with Futures and Options Trading**

### **3.1 Understanding the Contract Specifications of Derivatives**

As Derivatives Trading carries a high degree of risk, prior to making a decision to execute Derivatives Trading, the Customer should carefully study and understand the contract specifications of each type of Derivative such as the type of underlying assets/variables, the contract size/unit/multiplier, the last trading day, the settlement day, the settlement method, the settlement price, the Margin deposit method, etc. The Customer should consider whether, and to what extent, such investment is suitable for his/her investment objective and financial condition.

In the case of options Trading, the Customer should also understand other relevant conditions such as the type of contract (e.g. put options or call options), the conditions for the exercise of the options, the type of underlying assets/variables etc. to determine whether such transaction is suitable for his/her needs and risks that the Customer is willing to take. In addition, the Customer should also consider the yields from holding the position, the premium, the Trading fees and the potential loss.

### **3.2 Fees to be incurred from Derivatives Trading**

Prior to engaging in the Trading, the Customer should inquire with the derivatives agent to understand the rates and types of different fees in relation to the Trading, settlement and exercise of rights which are payable by the Customer such as brokerage fee, fee for the exercise of the rights etc. as these fees are the cost of such Derivatives Trading which will affect the Customer's gains/losses and the Customer's decision to execute the Derivatives Trading. The brokerage fee may vary depending on the

type and volume of the Customer's Trading. Thailand Futures Exchange Public Company Limited and the Office of the SEC do not stipulate any requirements as to the rate of the brokerage fee.

### **3.3 Risks of being Closed Out of Derivatives Position and the Responsibility for Loss Incurred**

When the Customer has certain type of Derivatives position that the Customer is obliged to fulfill the terms of the contract, namely long futures, short futures and short options, the derivatives agent will adjust the value of such Derivatives position of the Customer on a mark-to-market basis at least once at the close of each Business Day to reflect the Customer's gain or loss on the Derivatives position on each day. **If the Customer incurs a loss from the Derivatives position to the point that the value of the Customer's Margin is below the Maintenance Margin, the derivatives agent will require the Customer to deposit additional Margin in the amount which would result in the value of the Customer's Margin being not lower than the value of the Initial Margin. The Customer is required to deposit such additional Margin within the specified time period. If the Customer is unable to deposit the additional Margin within such specified time period, the derivatives agent shall Close out Derivatives Position of the Customer. The Customer shall remain responsible for any loss incurred as a result of the Closing Out of Derivatives Position.**

In addition, the derivatives agent may specify additional measures regarding a **force close** in accordance with the agreed conditions in the Appointment of Derivatives Agent Agreement or the Derivatives Trading practices. **If the value of the Customer's Margin decreases to the force close level, the derivatives agent will require the Customer to deposit additional Margin during the Trading hours. If the Customer is unable to deposit the additional Margin within the time period according to such agreed conditions or practices, the derivatives agent shall have the right to Close out Derivatives Position of the Customer. The Customer shall remain responsible for any loss incurred as a result of the Closing Out of Derivatives Position.**

Risks similar to the foregoing may arise if the Customer's Derivatives Position, whether by the Customer him/herself or through other persons, exceed the limit specified by the derivatives exchange and the Customer fails to Close out of Derivatives Position when informed by the derivatives agent.

### **3.4 Risks Associated with Failure to Close Out Derivatives Position**

In the event that the Customer is unable to Close out Derivatives position before the maturity of the contract whether due to unfavorable market conditions such as lack of liquidity in the market or a trading suspension ordered by the derivatives exchange or any other reason, the Customer may incur a loss as a result of having an open Derivatives Position until the maturity of the contract.

### **3.5 Risks Associated with Failure to Execute the Customer's Derivatives Trading Order to Limit Losses**

The derivatives agent may not be able to execute a certain type of Trading order of the Customer that is intended to limit the losses that may arise from Derivatives Trading, such as a stop loss order or a stop limit order etc., if the market conditions do not accommodate the matching of such Trading orders.

### **3.6 Risks Associated with Limitation of Derivatives Position or Restriction on Entering into Additional Positions**

The derivatives exchange, the Clearing House or the Office of the SEC may order a derivatives agent to limit the Customer's Derivatives position, restrict the Customer from entering into additional Derivatives position, close the Trading account and Close out Derivatives Position of the Customer if the Derivatives Trading by the Customer impacts or is likely to impact the good order of Derivatives Trading in the derivatives exchange, or causes or is likely to cause the price of Derivatives in the derivatives exchange to be inconsistent with normal market conditions, or the Customer has Derivatives Trading behaviors which

are improper or may violate the law on derivatives, or the Customer fails to notify or provide information or prepare clarifications or provides false or misleading information in a material respect to the derivatives agent, the derivatives exchange, the Clearing House or the Office of the SEC upon request by the derivatives exchange, the Clearing House or the Office of the SEC.

In addition, the Capital Market Supervisory Board may order the derivatives exchange or the Clearing House to suspend the Customer's Trading or limit or Close out Derivatives Position of the Customer in the case of necessity and for the benefit of protecting the integrity of the country's financial and economic system or maintaining the stability of the trading and settlement systems in the derivatives market.

I/We have been given the explanation and information on the risks associated with Derivatives Trading as described above by the Company, as my/our derivatives agent.

Signed ..... Customer

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## **Clarification Document for Individual investors for Futures and Options Traded on Derivatives Exchange**

We, Krungsri Securities Public Company Limited, have prepared this document to provide clarification to the Customer regarding the Company's policies and practice in relation to Derivatives Trading on the Derivatives Exchange which the Customer should be aware as follows:

### **1. Trading**

- 1.1 The Customer is required to deposit sufficient cash in the Company's account as the Initial Margin as specified by the Company prior to Derivatives Trading.
- 1.2 The Customer may execute Derivatives Trading at any particular time within the approved trading limit which the Company will determine according to the Customer's payment ability which is assessed on the basis of the Customer's liquid assets as disclosed to the Company. The Customer's or a group of customers' speculative position limit in any goods on the Derivatives Exchange shall not exceed the number of Derivatives specified by the Derivatives Exchange or the Company.
- 1.3 Trading in Derivatives of any type or kind shall not exceed the concentration limit as may be specified by the Company and which may be considered and announced from time to time.

### **2. Trading Orders**

A Derivatives Trading order remains valid for the whole calendar day, as a result of which a round of a Trading order begins from the morning session and continues on to the afternoon session and ends during the night session. Under TFEX's normal system, a day order placed during the morning session and the afternoon session remains valid until the night session of the same day. **If the Customer permanently intends that the Company cancel such order, so that it will not continue to be valid during the night session, the Customer must notify the Company in writing. If the Customer intends to temporarily cancel an order on a daily basis, the Customer shall at least give an instruction through the telephone with a voice recording system in the same way as giving and receiving orders generally.**

**For Trading during the night session, the Company does not assign an officer to provide the service of receiving or placing Trading orders. As such, the Customer may place Trading orders via the Internet system/ Online system by the Customer him/herself only.**

### **3. Fees and Expenses Associated with the Trading**

- 3.1 Brokerage fee for the Trading is calculated on the basis of a sliding scale as from the first contract and is calculated based on the volume of contracts per day, and shall be announced by the Company from time to time.
- 3.2 The rate of the brokerage fee on the sliding scale basis is determined by considering each good separately. Hence, the volume of SET50 Index Futures and SET50 Index Options or other goods cannot be combined.
- 3.3 The Customer who holds SET50 Index Options which are in-the-money as at the maturity date of the contract will be auto-exercised with a fee of Baht 10 Bath per contract. However, such fee (inclusive of VAT) shall not exceed the money received by the Customer from the auto-exercise.
- 3.4 The above expenses are exclusive of VAT and may increase or decrease in accordance with the rules prescribed by the Office of the SEC, the Derivatives Exchange, the Clearing House or the Futures Industry Club. The Company shall inform of such change from time to time.



#### **4. Margin Rate**

- 4.1 The Margin rate for Derivatives Trading shall be in accordance with the Relevant Regulations and/or the customary practice of the Futures Industry Club and as announced and specified by the Company. Such rate may increase or decrease as announced by the Company from time to time.
- 4.2 The value of the additional Margin is uncertain, depending on the market volatility and/or the rate charged by the Clearing House.

#### **5. Type of Margin**

- 5.1 Cash or cash equivalent assets such as money transfer or a cleared check.
- 5.2 Other Margin as specified by the Office of the SEC, the Derivatives Exchange and the Clearing House.

Note: Preliminarily, the Company only accepts the Margin as specified in Clause 5.1. The Company will inform the Customer accordingly if there is any change.

#### **6. Call Margin and Force Close**

When the value of the assets in the Customer's account is lower than the Maintenance Margin (Day T), the Company shall take the following actions:

- 6.1 Immediately suspend the acceptance of the Customer's Trading order, except the order is for the purpose of opening or closing position which results in lower Initial Margin requirement.
- 6.2 Call on the Customer to deposit additional Margin or Close out Derivatives position until the value of the Margin in the account is not lower than the Initial Margin.
- 6.3 Additional Margin call will be informed via facsimile and/or SMS and/or e-mail specified by the Customer in the account opening application form.
- 6.4 If the Customer does not comply with Clause 6.2 within 15:00hr. of the Business Day following the date on which the value of the assets in the account is lower than the Maintenance Margin (within 15:00hr. on Day T + 1), the Company has the right to immediately force close the Customer's Derivatives, whether partially or entirely, even if the market value of the Derivatives in the account may have increased.**
- 6.5 Even if the Customer has deposited additional Margin but such deposit was not completed within the time specified in Clause 6.4, the Company would have the necessity to force close the Customer's Derivatives within 12:00hr. of the following Business Day (within 12:00hr. on Day T+2) in accordance with the rules of the Office of the SEC, Thailand Futures Exchange Public Company Limited, the Clearing House or any customary practice of the Futures Industry Club.**
- 6.6 In the case where the value of the assets in the Customer's account sharply declines and the value of which is below the Intraday Force Close Margin, the Customer shall immediately deposit additional Margin at least in the amount not lower than the Maintenance Margin within 1 hour from being called upon to do so, otherwise the Company shall have the right to immediately force close the Customer's Derivatives position, whether partially or entirely.**

With respect to Derivatives Trading during the night session, the Company will not force close the Customer's Derivatives position, except in the case where the value of the assets in the Customer's account sharply declines to the point that it may cause the Margin to be insufficient or the Customer's assets position to be negative – in such case, the Company shall have the right to consider to force close the Customer's Derivatives position, whether partially or entirely.

- 6.7 In the case where the Clearing House call on the Company to deposit Intraday Margin or additional Margin, the Company may call on the Customer to deposit additional Margin with the Company in the amount or at the rate or value specified by the Company. The Customer shall immediately deposit the additional Margin in the amount called upon by the end of the Business Day on which the additional Margin is called or within the time specified by the Company, otherwise the Company may consider to immediately force close the Customer's Derivatives position, whether partially or entirely.
- 6.8 In force closing a contract position, the Company will close the contract which decreases in value the most in sequence or may close contracts in the series with the largest number of contracts first, unless the Customer orders to close any other contracts in the account. Such force closing will be carried out until the value of the assets in the Customer's account is not lower than the Initial Margin demanded in Clause 6.2 with reference to the position as at Day T.
- 6.9 After the force close, the Customer may verify the Trading Transactions in the confirmation note which the Company will deliver to the Customer on the following Business Day.

## **7. Cash Deposit**

The Company will record deposits and withdrawals of cash which is placed as Margin in the Customer's account in the Trading system during 8:30–17:00hr. on a Business Day.

Placing cash in the Company's account will affect the calculation of the Customer's Margin rate as follows:

- 7.1 Cash deposit will affect the calculation on the next day.
- 7.2 Check deposit placed in the account before the clearing time will affect the calculation on the next 2 Business Days.
- 7.3 The Customer shall notify the Company of the cash deposit before 15:00hr. of the day of the cash deposit to the Company's account, otherwise it shall be deemed that the Company does not receive the cash deposit from the Customers.

## **8. Cash Withdrawal**

- 8.1 The Customer shall notify the Company of the intention to withdraw cash by signing the form specified by the Company.
- 8.2 If the Customer submits the request for cash withdrawal form to the Company before 12:00hr. of the day of the cash withdrawal (Day T), the Company will transfer cash to the Customer's account on the following day (Day T+1). If the Customer submits the request after 12:00hr., the Company will transfer cash to the Customer's account on the following 2 Business Days (Day T+2).
- 8.3 The minimum withdrawal amount for each withdrawal is Baht 10,000 (ten-thousand Baht), and the withdrawal shall not cause the value of the assets in the account to be lower than the Initial Margin as at the end of the Business Day on which the withdrawal is notified (withdrawal amount shall not exceed the Excess Equity).

## **9. Interest**

The Company will pay interest or return on the Customer's net outstanding amount at the rate specified by the Company. The net outstanding amount shall be calculated on the basis of the amount of money that the Customer maintains with the Company, inclusive of the profits and losses from Trading and from marking to market futures and options contracts and the expenses associated with the Trading (collectively referred to as "Equity Balance"). The Customer's account shall be reconciled on Day T+1.

The Customer agrees and consents that the Company may make changes to this Clarification Document without the need to notify the Customer in advance.

Any changes in relation to the Margin rate, interest rate, the rate of fees and other expenses which the Company intends to notify to the Customer will be announced at the Company's place of business. It shall be deemed that the Customer consents and acknowledges such announcements.

The Customer acknowledge that the Derivatives Exchange may increase the number and the type of goods available for Trading at any time. The Customer agrees and accepts to comply with the criteria and regulations of the Office of the SEC, Thailand Futures Exchange Public Company Limited, the Clearing House, the Futures Industry Club or the Company in all respects.

The Customer accepts and understands this Clarification Document, the conditions and details set out above, and agrees and consents to comply with such provisions in all respects.

Signed ..... Customer

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## Custodial Agreement

Whereas I, the undersigned (the “Customer”), have agreed to appoint Krungsri Securities Public Company Limited (the “Company”) as a derivatives agent, the Customer and the Company hereby agree to comply with the following terms relating to the keeping of the Customer’s Assets in custody:

1. The Customer agrees to appoint the Company to keep the Customer’s Assets including any other benefits arising from such assets. The Customer fully understands and acknowledges that, with respect to such appointment and in the case where the Company itself keeps the Customer’s money during the process of separation of the Customer’s Assets pursuant to Clause 4, if the Company encounters financial problems, the Customer’s money which has been kept under custody of the Company shall not be protected under the Deposit Protection Agency Act.

2. The Customer agrees and accepts that the Customer’s Assets received by the Company shall be segregated from the Company’s account. Assets of the customers shall be kept together under a segregated account of all customers (Omnibus Account). Under such segregated account, the assets of each individual customer are not separated from each other.

3. The Customer agrees that the Company has the right to deduct the Customer’s Assets in the account and/or order the payment of money from such account for the following purposes:

- (1) for Derivatives Trading by the Customer;
- (2) for use as collateral or for marking to market the collateral account;
- (3) for payment of fees or any other amounts in relation to Derivatives Trading by the Customer;
- (4) for payment of debts and penalties in the case of the Customer’s default under this agreement;
- (5) for payment of any other debts which the Customer owes to the Company; and
- (6) for any other purposes as specified in the Relevant Regulations.

4. With respect to the Customer’s Assets received or to be received by the Company for the purpose of Derivatives Trading, the Company shall separate the Customer’s Assets for safe-keeping in custody in accordance with the Relevant Regulations as follows:

- (1) Cash: The Company will itself keep the cash in a separate account or deposit such cash with a commercial bank or invest in promissory notes issued by a finance company or a securities company, provided that it must be clearly specified that the Company is acting for the benefit of the Customer or complying with any other means as announced and specified by the Relevant Regulations or the Company. If the Company encounters financial problems, such money of the Customer that is deposited with the Company will not fall within the scope of protection of the Financial Institutions Development Fund and/or under the Deposit Protection Agency Act.
- (2) Securities: The Company will itself keep the Securities in the manner that it can be identified that the Securities are the Customer’s Assets, or deposit the Securities with Thailand Securities Depository Company Limited or elsewhere as announced and specified by the Relevant Regulations or the Company.
- (3) Other assets: The Company will itself keep and separate such other assets in the manner that it can be identified that such other assets are the Customer’s Assets or elsewhere as announced and specified by the Relevant Regulations or the Company.

5. Subject to the conditions and requirements of the Relevant Regulations, the Company may invest the Customer's Assets on behalf of the Customer. In this regard, the Company agrees to pay return from money deposit or investment in promissory notes or investment in any other manners at the rate not exceeding the return or benefits that the Company actually receives from such investment, within the time period as announced by the Company from time to time. The Company may invest and/or deposit the Customer's Assets with a financial institution which is a group company or an affiliated company of the Company. This agreement shall be deemed to be a written consent to such investment, unless the Relevant Regulations provide otherwise. The Company shall inform the Customer prior to each investment.

6. The Customer agrees to pay fees to the Company for return on the Customer's Assets that the Company keeps in custody at the rate and within the time period as announced and specified by the Company from time to time.

7. The Customer shall notify the Company of the intention to withdraw the Customer's Assets in writing in advance of each withdrawal within the time period specified by the Company. The withdrawal shall not exceed the actual amount of the Customer's Assets after net of all Customer's obligations and shall not cause the value of the Customer's collateral to be lower than the Initial Margin.

8. The Company shall not do any act which results in the creation, change, transfer, reservation or extinguishment of the right of the Customer in the Customer's Assets without, or not in accordance with, an order or consent of the Customer, except the law permits the Company to do so or this agreement provides otherwise.

9. The Company shall not undertake any action for the Customer which requires the Company to apply money received from one customer for the benefit of another customer or for the benefit of other person, except such action is in accordance with the Customer's order.

10. In the case of loss of or damage to the Customer's Assets as a result of the Company's omission to perform its obligations, the Company agrees to be responsible for the Customer's Assets in full amount after the Customer is able to prove that such loss is actually incurred for the full amount.

**In addition to the above provisions, the Customer hereby consents to Krungsri Securities Public Company Limited, as the Customer's Derivatives agent/broker, to proceed to keep the Customer's Assets in custody with Bank of Ayudhya Public Company Limited and/or an affiliated company, a parent company, a subsidiary company or an associated company of Krungsri Securities Public Company Limited (which Bank of Ayudhya Public Company Limited is a shareholder of Krungsri Securities Public Company Limited) with effect as from the date of this consent letter.**

Signed ..... Customer

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## **Terms and Conditions for Trading of Single Stock Futures Services via Derivatives Trading System for Block Trade Transactions**

### **Clause 1. Definition**

Unless defined otherwise in the terms and conditions of the Investment Services Agreement, the following expressions shall have the following meaning:

**“Block Trade” (BT)** means big lot trading or big lot or trade report transactions.

**“Single Stock Futures” (SSF)** means futures contract with the underlying asset being a single stock traded on a futures exchange.

**“TFEX”** means Thailand Futures Exchange Public Company Limited or futures or derivatives exchange.

### **Clause 2. General Terms and Conditions**

2.1 The Customer wishes to enter into derivatives trading Transactions with underlying assets being ordinary shares listed on the SET (Single Stock Futures or SSF) with the Company via derivatives trading system for Block Trade transactions of Thailand Futures Exchange Public Company Limited (“TFEX”).

2.2 In entering into an SSF trading Transaction, the Customer must only place an order with the Company via the phone number with voice recording system as specified by the Company. The terms for delivery and/or price settlement and other relevant terms shall be as specified in the Investment Services Agreement and/or the Terms and Conditions for the Appointment of Derivatives Agent entered into between the Customer and the Company.

### **Clause 3. The Customer’s Acknowledgement and Understanding**

3.1 The Customer accepts that before entering into an SSF trading Transaction, the Customer has good understanding of, and has agreed to comply with, TFEX’s trading rules and practices. The Customer acknowledges the price calculation method as specified by the Company and each service provider.

3.2 In opening the SSF positions, the Customer agrees to pay interest at the rate and in accordance with the method specified by the Company. Under such method, 1 year consists of 365 days starting from the date of positions opening until the date of positions closing, and the interest shall be calculated at the minimum of 3 days (if the parties close the positions earlier than 3 days, interest shall be calculated for 3 days). The sixth decimal place of the calculated interest will be rounded. If the number in such decimal place is less than 0.000005, it shall be rounded off. It shall be rounded up, if such number is more than or equals to 0.000005. The Customer shall pay such interest on the date the Customer closes the positions. The Company reserves the right to change such interest rate.

3.3 The Customer acknowledges that once the Customer has placed an SSF trading order with the Company and the Company has confirmed with the Customer that it would proceed with the relevant steps to arrange for the SSF in accordance with the Customer’s order, the Customer shall execute the Transaction according to that order within the same Business Day. If the Customer fails to do so or if the SSF trading cannot be completed for any reason, the Company reserves the right to cancel such SSF trading and the Customer agrees to compensate the Company for damages claimed by the Company for its arrangement of the SSF for the Customer.

3.4 The Company reserves the right to refuse SSF trading Transaction on any underlying stock or with any counterparty, without having to notify the Customer in advance, if the Company foresees risks that may arise from such Transaction or if the Company finds the Customer to be insufficiently suitable for the Transaction or the provision of the services to the Customer may violate or conflict with the laws or for any other reason in the discretion of the Company. The Customer shall have no claim against the Company for any loss incurred as a result of the Company's refusal to provide the services, except in the case of willful misconduct or gross negligence of the Company in which case the Company shall be liable only for the actual damage.

3.5 The Company reserves the right to unwind any SSF positions. The Company shall notify the Customer in advance on a case-by-case basis.

#### **Clause 4. Representations of the Customer**

In respect of each SSF trading Transaction, the Customer represents that:

4.1 The Customer has the capacity and the capability to enter into the Transaction and has sufficient excess equity (EE) in the account as specified by the Company.

4.2 The Customer has a duty to closely monitor the Customer's account positions, and the Customer is willing to strictly and unconditionally comply with the rules and regulations relating to placement of collateral as specified by the Company.

4.3 The Customer shall not trade SSF under these terms in such a way that would or may result in unfair acts on the trading of SSF on TFEX such as causing SSF prices to deviate from normal market conditions etc.

#### **Clause 5. Trading of Single Stock Futures Block Trade**

5.1 For the purpose of preventing risks in an SSF trading Transaction for the Customer (as SSF contract holder), the Customer agrees and consents to the Company having the right to open or close the SSF contract positions by trading with a third party or entering into Block Trade Transactions on TFEX as the Company considers appropriate in all cases. The Customer agrees and consents to make interest payment at the rate and in accordance with the conditions specified by that third party in all respects.

5.2 Where an order is partially matched (underlying) and the matched quantity is less than the minimum quantity of SSF contracts for a Block Trade order, the remaining order will be placed only at the ATC price after 16:30hr. in the quantity that matches the minimum quantity of the contracts; unless the parties have agreed otherwise in advance.

5.3 After the Customer opens SSF positions with the Company, the Customer shall have the duty to do as follows:

5.3.1 Close the SSF positions only with the Company. The Customer agrees not to close those positions with other persons and not to close positions on TFEX by him/herself. If the Customer breaches such condition, the Customer agrees and consents to compensate the Company for damages as claimed by the Company.

5.3.2 On the last SSF trading day, the Customer shall close the SSF positions before 12:30hr. on such day and shall not allow the SSF held by the Customer to expire. If the Customer fails to close the SSF positions within such time, the Customer agrees and consents to compensate the Company for damages incurred as a result of the difference in the settlement price of that SSF and the price of the underlying stock which the Company has to sell or purchase to unwind the SSF positions as requested by the Company.

5.4 Where an issuer of an underlying stock has announced dividend payment (except special dividend), the following provisions shall be observed:

5.4.1 If the Customer opens long position for SSF before the XD date of that underlying stock, the Company shall return 90% of dividend amount to the Customer when the long position is closed, and the Customer shall not be entitled to interest and/or other benefits in addition to such dividend.

5.4.2 If the Customer opens short position for SSF before the XD date of that underlying stock, the Company reserves the right to require closing of the Derivatives at least 2 Business Days before the XD date of the underlying stock of the SSF.

5.5 For opening of long position for SSF, the Customer shall not be entitled to those rights which shareholders of the underlying stock would be entitled to, including but not limited to, voting right, right to special dividend, right to stock dividend or warrant, right to new shares subscription etc.

5.6 Where the Company requests the Customer to close position due to necessity (such as due to a corporate action which TFEX notifies that Derivatives details will not be adjusted or a shares lender demands shares to be returned in the case of a short sale of the shares etc.), the Customer agrees and consents to close the position as requested by the Company.

5.7 Where the Customer is subject to a margin call or a forced close, as the case may be, and the Customer selects to close the contract instead of depositing additional collateral, the contract closure must at least be the minimum quantity of a Block Trade trading as specified by TFEX.

Signed ..... Customer  
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## **Terms and Conditions for the Appointment of Selling Agent for Investment Units Service**

### **Clause 1. Definition**

Unless defined otherwise in the terms and conditions of the Investment Services Agreement, the following expressions shall have the following meaning:

**“Mutual Fund”** means a fund project that pools the proceeds from purchasers of Investment Units and that is managed with the objective to derive return on investment for the fund.

**“Investment Unit”** means an investment unit of a Mutual Fund issued by a Management Company under the law on securities and exchange, notifications, rules or orders issued under such law, and shall include equity instrument, debt instrument, Securities in the money market or any other good as specified by the Mutual Fund and/or the SEC in the future.

**“Switching of Investment Units”** means redemption of Investment Units of a Mutual Fund (source fund), of which proceeds will be used to subscribe Investment Units of another Mutual Fund (destination fund). The source fund and the destination fund may be funds under the management of the same Management Company or different Management Companies.

**“Transactions in connection with the Contract”** means the transfer, acceptance of transfer, receipt of delivery, delivery or performance of any act in relation to the subscription, redemption or Switching of Investment Units and Transactions related to the SET, the SEC and the Management Company.

**“Company”** means Krungsri Securities Public Company Limited and a person authorized to act on behalf of the Company, a person appointed under a power of attorney, employee or person delegated by the Company under this agreement.

**“Management Company”** means the asset management company that has a contract or an agreement with the Company to act as agent, broker, supporter for the selling, redeeming and Switching of Investment Units of Mutual Funds in accordance with the specified conditions.

### **Clause 2. General Terms and Conditions**

2.1 The Customer agrees to use the investment unit trading services without the disclosure of investment unit holder's identity (“Omnibus Account”) and with disclosure of investment unit holder's identity (“Segregated Account”) in accordance with the criteria, conditions and methods specified in these terms and conditions and/or the Investment Services Agreement.

2.2 The Customer agrees to sign the FundConnex form for individual customer or the FundConnex form for juristic person as prepared by the SET and/or the Securities Depository Center and/or the Clearing House (as the case may be) in accordance with the criteria, conditions and methods specified by the Company.

The Customer agrees to be bound by the terms and conditions for Mutual Fund account opening of the FundConnex form prepared by the SET and/or the Securities Depository Center and/or the Clearing House in all respects, including any additional terms and conditions or amendments in the future as prepared by the SET and/or the Securities Depository Center and/or the Clearing House.

2.3 If the Customer instructs the Company to subscribe Investment Units, the Customer agrees to settle payment on such subscription, including fees, VAT and other related expenses in accordance with the conditions specified by the Company on the date of such instruction or any other date and by the method as stipulated in the prospectus or by the Company. The settlement amount shall be calculated according to the subscription transactions set out in the format specified by the Company. Settlements of Investment

Unit subscriptions by automatic debit of the Customer's account via the Automated Transfer System (ATS account) shall become effective once the Company receives a confirmation of account debit from the account holding bank. If a settlement is rendered by the Customer by check, the settlement shall become effective on the date the bank has cleared the check.

2.4 In order to receive the proceeds of redemption or return on investment from the Investment Units under this agreement, the Customer agrees that the Company shall remit such proceeds and return to the Customer's bank account.

If the Customer wishes to change the bank account, the Customer must notify the Company of such change in writing within the time period stipulated by the Company.

2.5 A subscription or redemption or Switching of Investment Units form or any other documents relevant to the subscription or redemption or Switching of Investment Units as well as notifications, rules or practices of the Company, whether in existence as at the date of the execution of this agreement or will be announced in the future, shall form an integral part of this agreement.

**2.6 The Customer agrees and acknowledges that a subscription, redemption or Switching of Investment Units under this agreement may not be carried out in accordance with the objectives of this agreement if the Investment Units in a Mutual Fund held by the Customer or related persons of the Customer exceed one-third of all the Investment Units of the Mutual Fund that have been sold or exceed the quantity stipulated in the criteria or notifications announced by the SEC, as amended from time to time.**

### **Clause 3. Subscriptions, Redemptions, Transfers, Acceptance of Transfers or Switching of Investment Units**

**3.1 In respect of an Omnibus Account, the Company will hold Investment Units on behalf of the Customer, except in the case of certain Mutual Funds as specified by the Company such as Retirement Mutual Fund (RMF), Long Term Equity Fund (LTF), Super Savings Fund (SSF) which the Customer must open an Investment Unit trading account as a Segregated Account with the Company by signing a Mutual Fund investment service application form and/or Mutual Fund account opening application form and/or any other forms together with supporting documents as specified by the Management Company and/or the Company.**

3.2 In acting as selling agent to subscribe and/or redeem Investment Units under this agreement, the Company shall also be entitled to collect a fee and/or remuneration from the Management Company for serving as a supporter for the sale of Investment Units.

3.3 If the Company subscribes and/or redeems Investment Units according to the Customer's order, the Customer shall not have the right to cancel the Investment Units subscription and/or redemption order, unless the Customer has obtained the Company's consent.

3.4 Prior to sending an order for the subscription, redemption or Switching of Investment Units, the Customer has thoroughly read and understood the investor manual, prospectus, the executive summary section of the prospectus and/or various documents in relation to such subscription, redemption or Switching of the Investment Units.

3.5 The Customer agrees to be bound by the orders for the subscription, redemption or Switching of Investment Units in all respects, whether verbally or in writing, via telephone, facsimile, the Internet system or any electronic system, or by any other means in accordance with the general practice for the subscription, redemption or Switching of Investment Units.

3.6 The Customer accepts and understands that the criteria and conditions of the subscription, redemption or Switching of Investment Units shall be in accordance with the prospectus of that particular

Mutual Fund. If the Company or the Customer cannot comply with such criteria or conditions set out in the prospectus of the Mutual Fund, the Company has the right to cancel such Transaction immediately. Any cancellation of the orders for the subscription, redemption or Switching of Investment Units must comply with the criteria and conditions of the prospectus of that particular Mutual Fund. For the subscription, redemption and/or Switching of Investment Units, the Company shall announce a list of Mutual Funds falling under this agreement for the Customer's information by the method specified by the Company. The Company reserves the right to change or add the relevant Mutual Funds.

**3.7 The Customer has the duty to verify the Transactions for the subscription, redemption and/or Switching of Investment Units by reviewing the daily trading confirmation note that the Company delivers to the Customer on each day of trading. If the Customer finds any mistake, the Customer must notify the Company within 7 Business Days from the transaction date. If not, the Company shall deem that such Transactions have been certified by the Customer as correct in all respects.**

**3.8 The Customer acknowledges and agrees that the Company has the right to not accept or comply with the Customer's order for the subscription, redemption, transfer, acceptance of transfer or Switching of Investment Units if the Company considers that:**

**3.8.1 complying with such order is in violation of the laws or the Relevant Regulations; or**

**3.8.2 the Customer is in breach of any contract or agreement with the Company or has outstanding debts for the purchase of Securities owed to the Company; or**

**3.8.3 there is any other necessity to prevent damage that the Company may suffer;**  
**or**

**3.8.4 there are any other reasonable grounds.**

**In this regard, the Customer agrees not to claim for damages and waives all rights that the Customer may have as a defence against the Company.**

**3.9 If the Customer defaults in any debt payment to the Company, the Customer agrees that the Company shall have the right to force sell the Investment Units or any other assets in the possession of the Company and to apply the proceeds of the sale to pay the debt, or to deduct the outstanding amount in the Investment Units trading account to pay the debt.**

#### **Clause 4. Representations and Confirmations of the Customer**

**4.1 The Customer has the lawful authority to invest in Investment Units and/or to enter into the Investment Services Agreement and/or to use the investment services, and the Customer is not restricted or limited by the law in any way.**

**4.2 The Customer is aware of the information, warning, restriction, prohibition or any risk associated with the use of the Company's services under the following terms and conditions:**

**4.2.1 If the Customer refuses to provide information or the current information is insufficient or is not up-to-date in a material respect or there is a reasonable doubt that may cause the inability to verify the identity of the Customer or the end beneficiary, the Company shall have the right to refuse services under these terms and conditions.**

**4.2.2 If the Customer refuses to provide information or the current information is insufficient or is not up-to-date in a material respect or there is a reasonable doubt that may cause the inability to categorize the Customer, the Company will provide the services to the Customer by**

categorizing the Customer as a general customer. The Customer may change the categorization in accordance with the criteria, conditions and methods specified by the Company.

**4.2.3** If the Company is not able to assess or finds limitation relating to the Customer's ability to comply with the terms for the use of services under these terms and conditions at any time, the Company shall have the right to refuse to provide the services or limit the scope of the services under these terms and conditions.

**4.2.4** The Company or the Company's delegated officer may receive a fee and/or remuneration and/or any amount for carrying out the Customer's order for the subscription and redemption of Investment Units from the Management Company for serving as a supporter for the subscription or redemption of Investment Units for the Management Company. Such compensation is the responsibility of the Management Company and shall not incur extra expenses to the Customer or the Mutual Fund in addition to the expenses specified in the prospectus.

**Clause 5. The Customer acknowledges and understands the risk factors and the practices associated with the subscription, redemption or Switching of Investment Units as follows:**

The Customer has considered, acknowledged and understood the following risk factors and practices associated with the subscription, redemption and/or Switching of Investment Units. However, the risk factors indicated herein do not cover all risks associated with the subscription, redemption and/or Switching of Investment Units, but represent certain important factors or risks associated with the Transactions under this agreement. Therefore, there may be other factors or risks that are not known or that are considered as insignificant at this time but which could become significant factors or risks in the future.

**5.1 Risks associated with the Mutual Funds' investment policies.** The Customer understands and acknowledges that investments in Mutual Fund carry risks according to the types of instruments that the Mutual Funds invest in, and the extent of such risks depends on the investment policies of each Mutual Fund. The Customer is advised to study information and investment policies in the Mutual Fund's prospectus prior to undertaking any investment under this agreement as deems appropriate and as notified from time to time or pursuant to the provisions of the Relevant Regulations.

**5.2 General risks associated with subscription, redemption and/or Switching of Investment Units.** The Customer understands and acknowledges that money invested in Mutual Funds is subject to risks arising from unexpected events such as economic, political and social situations, riots, civil unrests etc. Such events may directly or indirectly cause significant fluctuation on Investment Units price.

**5.3 Risks associated with the liquidity of Investment Units in Mutual Funds.** The Customer understands and acknowledges that there may be no liquidity or low liquidity in Mutual Fund investments in some cases. As a result, the Customer may not be able to subscribe, redeem and/or Switch Investment Units in the desired quantity.

**5.4 Understanding the practices and conditions of this agreement.** The Customer has thoroughly studied and understood the practices involved in the subscription, redemption and/or Switching of Investment Units in Mutual Funds and the conditions and details of this agreement such as methods of subscription, redemption and/or Switching of Investment Units, cancellation of relevant orders and that such methods must be in accordance with the conditions set out in the prospectus etc. In addition, the Customer has considered the suitability and the extent of the suitability of such investments with the Customer's investment objectives.

**5.5 Risks associated with the trading system.** The subscription, redemption and/or Switching of Investment Units may involve risks associated with certain limitations such as hardware and/or software interruption which may inhibit the Company from being able to process the Customer's orders, whether entirely or partially.

## **Clause 6. Custodian of the Customer's Assets**

6.1 The Customer authorizes the Company to be a custodian of the Customer's Assets for the purpose of safe-keeping or for the subscription, redemption or for any other benefit within the scope of the law.

6.2 For the purpose of complying with the SEC's Notification Re: Custody of Customer's Assets of Securities Companies, the Customer acknowledges and understands the Customer's practices of depositing or withdrawing the assets with or from the Company, the methods used by the Company in keeping the Customer's Assets and fees for such service. The Customer agrees and consents to the Company making changes, amendments and supplements to the Customer's practices in depositing or withdrawing the assets, the methods used by the Company in keeping the Customer's Assets and the rate of the fees for such service.

6.3 The Customer acknowledges and agrees that the transfer or Switching of Investment Units must be done in writing using the form specified by the Company, and the Customer must notify the Company in advance.

6.4 The Company may collect fees for the transfers and Switching of Investment Units, and custodial fees at the rate specified by the Company. The Company reserves the right to change the rate of such fees as the Company sees fit.

6.5 The Company shall prepare and deliver an asset report to the Customer at least within the time period specified by the SEC.

**6.6 The Customer agrees to authorize the Company to keep safe the Customer's Investment Units and the Customer's Assets in relation to this agreement ("Assets"). Such Assets shall be kept separately in the Company's ledger account to indicate clearly that the Assets belong to the Customer. The Company shall segregate the Assets in such a way that the Assets can be specifically and undoubtedly indicated as the Customer's Assets. By so doing, it is deemed that the Company has segregated the assets.**

6.7 If there are any benefits on the Customer's Assets as agreed with the Company and the Customer is entitled to receive such benefits from the Company, the Customer agrees that the Company shall be entitled to use such benefits to settle custodial fees as stipulated in this agreement or any other debts that the Customer owes to the Company until the Company has been paid such fees and other debts in full, without having to notify the Customer in advance. However, if there are still any outstanding debts that the Customer owes to the Company after such settlement, the Customer shall be liable for the outstanding debts until the debts have been fully paid.

6.8 If the Customer's Assets are lost or damaged due to the Company's omission to perform its duties, the Company agrees to be responsible for the Customer's Assets in full amount.

## **Clause 7. Other Provisions**

7.1 The Customer acknowledges that the Customer understands and is informed of the laws, notifications, regulations or articles of the SEC, the SET and other relevant authorities which the Customer shall strictly comply with, including any amendments and supplements which are made to such laws, notifications, regulations or articles following the execution of this agreement.

**7.2 The Customer consents to the Company disclosing all or certain information in relation to the Customer under this agreement or in relation to other securities business transactions that the Company has maintained in any format. The Customer agrees and consents to provide information as may be necessary for regulatory purposes under the laws, regulations, articles, notifications or any orders of the SET, the SEC, the Anti-Money Laundering Office, regulatory agencies or government agencies.**

**Clause 8. Specific Provisions Applicable to Omnibus Account**

8.1 The Customer agrees and accepts that the Customer must deposit Investment Units that the Company has subscribed in accordance with the Customer's order in the name of the Company and the Customer will not be able to withdraw such Investment Units. The Customer shall only place orders for Investment Unit redemption or Switching of Investment Units with the Company.

8.2 The Customer represents and confirms to the Company that the Customer has been well informed by the Company that the conditions and benefits on the following matters will be different to those under the Segregated Account and the Customer acknowledges and agrees to accept such different service conditions:

8.2.1 In respect of the Investment Units subscribed by the Company according to the Customer's order, the Customer may not transfer and/or pledge and/or deposit as collateral with any other person.

8.2.2 In the case that the Mutual Fund distributes dividend and has deducted withholding tax, the Company will issue withholding tax deduction certificate to the Customer.

8.2.3 The Customer shall make payment for the purchase/subsorption of Investment Units only by bank account debit. The Customer cannot make payment for the purchase/subsorption of Investment Units by any other methods even if the prospectus specifies such other methods.

8.2.4 The Customer may not be able to exercise the rights of Investment Unit holder against the Management Company or any other persons such as the Customer will not receive Investment Unit confirmation notes from the Management Company or the Customer will not receive statements of outstanding Investment Units from the Management Company etc.

8.3 When the investment services under these terms and conditions are terminated and/or the Investment Services Agreement ends for any reason, the Company has the right to redeem those Investment Units which the Company has subscribed according to the Customer's order (including the Customer's Investment Units in the possession of the Company) to settle debts that the Customer owes to the Company and the Company will deliver any remaining proceeds to the Customer by depositing such amount in the Customer's bank account that the Customer has informed the Company or by delivering a check specifying the Customer's name or by any other methods as the Company sees fit.

Signed ..... Customer

( )

# FundConnex

## (Single Form)

แบบฟอร์มชุดการกรอกข้อมูลสำหรับนิติบุคคล

Version 2.1

วันที่ 1 กุมภาพันธ์ 2564

จัดทำโดย ตลาดหลักทรัพย์แห่งประเทศไทย

โดยความสนับสนุนจากสำนักงานคณะกรรมการกำกับหลักทรัพย์และตลาดหลักทรัพย์  
และสมาคมบริษัทจัดการลงทุน



ส ม า ค ม บ ริ ษั ท  
จั ด ก า ร ล ง ทุ น

ASSOCIATION OF INVESTMENT MANAGEMENT COMPANIES

## Revision History

<u>Date</u>	<u>Version</u>	<u>Description</u>	<u>Updated by</u>
8 พฤษภาคม 2560	1.0	ฉบับสมบูรณ์	มณีวรรณ อรุณขจรศักดิ์
21 พฤศจิกายน 2561	1.1	เพิ่ม Disclaimer ภาษาอังกฤษ และขยายขนาดตัวอักษร	มณีวรรณ อรุณขจรศักดิ์
20 สิงหาคม 2562	1.2	เพิ่ม ประเภณีนิติบุคคล	ศุภรฤทัย ล้อมเจริญชัย
11 พฤศจิกายน 2563	2.0	ปรับตาม Single Form	ศุภรฤทัย ล้อมเจริญชัย
1 กุมภาพันธ์ 2564	2.1	เพิ่ม วิธีการรับเอกสาร	ศุภรฤทัย ล้อมเจริญชัย



# มาตรฐานแบบฟอร์มการเปิดบัญชีสำหรับนิติบุคคล

## 1 ชุด ประกอบด้วย

1. แบบฟอร์มการเปิดบัญชีสำหรับนิติบุคคล จัดทำโดยตลาดหลักทรัพย์แห่งประเทศไทย(SET)
2. แบบฟอร์มมาตรฐานการประเมินความเหมาะสมในการลงทุน (Suitability Test)  
จัดทำโดยสำนักงานคณะกรรมการกำกับหลักทรัพย์และตลาดหลักทรัพย์(SEC)

**หลักฐานแสดงตน** (สามารถเพิ่มหรือลดหลักฐานได้ตามความจำเป็น)

1. นิติบุคคลทั่วไป :
  - หนังสือรับรองการจดทะเบียน (อายุไม่เกิน 6 เดือน)
2. นิติบุคคลต่างประเทศ :
  - เอกสารการเป็นนิติบุคคล (อายุไม่เกิน 6 เดือน)
3. ส่วนราชการ องค์กรของรัฐบาล รัฐวิสาหกิจ หรือหน่วยงานอื่นของรัฐที่เป็นนิติบุคคล :
  - หนังสือแสดงความประสงค์ในการทำธุรกรรม
  - หนังสือแต่งตั้งหรือหนังสือมอบอำนาจ
4. สหกรณ์ มูลนิธิ สมาคม สโมสร วัด มัสยิด ศาลเจ้า หรือนิติบุคคลอื่นในลักษณะเดียวกัน :
  - หนังสือแสดงความประสงค์ในการทำธุรกรรม
  - หนังสือแสดงการจดทะเบียน
  - หนังสือแต่งตั้งหรือหนังสือมอบอำนาจ
5. ตัวอย่างตราประทับ (ถ้ามี)
6. สำเนาบัตรประชาชนของผู้มีอำนาจลงนามแทนนิติบุคคล
7. ภพ.20 (ถ้ามี)
8. รายชื่อผู้ถือหุ้น (บอจ.5/บมจ.006) / รายชื่อผู้เป็นหุ้นส่วน
9. รายงานการประชุมที่มีมติให้เปิดบัญชี (ถ้ามี)
10. งบการเงิน (ถ้ามี)
11. หนังสือมอบอำนาจ (ถ้ามี)
12. เอกสารอื่นๆ เช่น รายการจดทะเบียนจัดตั้ง (บอจ.3) หนังสือบริคณห์สนธิและข้อบังคับ

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ชื่อบริษัทผู้ให้บริการ Intermediary name..... วันที่ Date --

## 1. ข้อมูลประกอบการเปิดบัญชีนิติบุคคล Juristic Investor Information - For Account Opening

ชื่อนิติบุคคล (ภาษาไทย)\* .....

Juristic Investor Name\* .....

ประเทศที่จดทะเบียน Registered Country\* ☐ ไทย Thailand ☐ อื่นๆ (โปรดระบุ) .....  
Other (Please specify)

เลขที่ใบสำคัญการจดทะเบียน Commercial Registration No.\* .....

เลขประจำตัวผู้เสียภาษีอากร Tax ID.\* -------

สาขาลำดับที่ Branch No. ....

รายได้รวมต่อปี (ข้อมูลตามงบการเงินปีล่าสุด) ..... บาท Baht  
Total Income per Year (Latest financial statement)

### ประเภทนิติบุคคล Juristic Type\*

- ☐ กรณีนิติบุคคลทั่วไป (ประเทศไทย) Juristic (Thailand)
- ☐ ได้รับการยกเว้นภาษีเงินปันผลหรือส่วนแบ่งกำไรจากการขายหน่วยลงทุน  
Tax Exempt on Dividend and Capital Gain ☐ ไม่ได้รับยกเว้นภาษี  
Non-Tax Exempt
- ☐ กรณีนิติบุคคลต่างประเทศ Juristic (Foreign)
- ☐ ประกอบกิจการในไทย  
Operating in Thailand ☐ มิได้ประกอบกิจการในไทย  
Non-Operating in Thailand
- ☐ ห้างหุ้นส่วน (ประเทศไทย) Partnership (Thailand)
- ☐ ส่วนราชการ / รัฐวิสาหกิจ Government Organization / State Enterprise
- ☐ สหกรณ์ / มูลนิธิ / สมาคม / สโมสร / วัด / มัสยิด / ศาลเจ้า  
Co-operative / Foundation / Association / Club / Temple / Mosque / Shrine
- ☐ ได้รับการยกเว้นภาษี  
Tax Exempt Company
- ☐ อื่นๆ (โปรดระบุ) Other (Please specify).....

### ประเภทธุรกิจ Business Type\*

- ☐ ค้าของเก่า / วัตถุโบราณ Antique Trading
- ☐ อาวุธยุทโธปกรณ์ Armament
- ☐ คาสีโน / การพนัน Casino / Gambling
- ☐ สหกรณ์/มูลนิธิ/สมาคม/สโมสร/วัด/มัสยิด/ศาลเจ้า Co-operative/Foundation/Association/Club/Temple/Mosque/Shrine
- ☐ โอนและรับโอนเงินทั้งภายในและต่างประเทศ Domestic or International Money Transfer
- ☐ สถานบริการตามกฎหมายว่าด้วยสถานบริการ Entertainment Business
- ☐ การเงิน / ธนาคาร Financial Service / Banking
- ☐ แลกเปลี่ยนเงินตราต่างประเทศ Foreign Currency Exchange
- ☐ โรงแรม / ภัตตาคาร Hotel / Restaurant
- ☐ ประกันภัย / ประกันชีวิต Insurance / Assurance
- ☐ คำอัญมณี / ทอง Jewelry / Gold Trading
- ☐ อสังหาริมทรัพย์ Property / Real Estate
- ☐ ธุรกิจรับคนเข้ามาทำงานจากต่างประเทศหรือส่งคนไปทำงานต่างประเทศ Foreign Worker Employment Agency
- ☐ ธุรกิจนำเที่ยว / บริษัททัวร์ Travel Industry / Travel Agency
- ☐ มหาวิทยาลัย / โรงเรียน / สถานศึกษา University / School / Education Center
- ☐ อื่นๆ (โปรดระบุ) Other (Please specify).....

☐ มูลค่าทรัพย์สิน ..... บาท Baht (ทรัพย์สิน หมายถึง เงินฝาก เงินลงทุนโดยตรงในหลักทรัพย์หรือสัญญาซื้อขายล่วงหน้า)  
Asset Value (Asset includes deposits, direct investment in securities and derivatives)

หรือ Or

☐ ส่วนของผู้ถือหุ้น ..... บาท Baht (ส่วนของผู้ถือหุ้นตามงบการเงินปีล่าสุดที่ผู้สอบบัญชีตรวจสอบแล้ว)  
Shareholder's equity (Shareholder's equity as the latest financial statement that is reviewed by auditor)

\* Required

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## 1. ข้อมูลประกอบการเปิดบัญชีนิติบุคคล Juristic Investor Information - For Account Opening

แหล่งที่มาของรายได้ Source of Income\* (เลือกได้มากกว่า 1 ข้อ You can select more than 1 item)

- ☐ เงินจากการทำธุรกิจ Revenue from Business
- ☐ ค่าหุ้น Stock
- ☐ เงินบริจาค Donation
- ☐ เงินกู้ Loan
- ☐ เงินจากการขายทรัพย์สิน Revenue from selling property
- ☐ อื่นๆ (โปรดระบุ) Other (Please specify) .....

ประเทศแหล่งที่มาของรายได้/เงินลงทุน Country's Source of Income/Investment Fund\*

- ☐ ประเทศไทย Thailand
- ☐ ประเทศอื่นๆ (โปรดระบุ) .....  
Other countries (Please specify)

ที่อยู่ตามหนังสือจดทะเบียนนิติบุคคล/หนังสือจัดตั้ง Commercial Registration Certificate Address\*

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban .....

เลขที่ห้อง Room No. .... ชั้น Floor .... ซอย Soi ..... ถนน Road .....

แขวง/ตำบล Sub-district/Tambon ..... เขต/อำเภอ District/Amphur .....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

โทรศัพท์ Telephone .....

เงื่อนไขการลงนามนิติบุคคลตามหนังสือจดทะเบียน/หนังสือมอบอำนาจ/รายงานการประชุม\*

Juristic's Condition of Authorized Signatories as Commercial Registration Certificate/Letter of authority/Minutes of meeting

### ข้อมูลติดต่อ Contact Information

ชื่อ-นามสกุลผู้ติดต่อ\* ..... ตำแหน่ง/ฝ่าย .....  
Name-Surname ..... Position/Division

โทรศัพท์\* ..... โทรสาร ..... อีเมล .....  
Telephone ..... Fax ..... Email

ชื่อ-นามสกุลผู้ติดต่อ\* ..... ตำแหน่ง/ฝ่าย .....  
Name-Surname ..... Position/Division

โทรศัพท์\* ..... โทรสาร ..... อีเมล .....  
Telephone ..... Fax ..... Email

### รายชื่อกรรมการของนิติบุคคล List of Juristic's Directors\*

ชื่อ - นามสกุล Name - Surname	สัญชาติ Nationality	เลขที่บัตรประชาชน/เลขที่พาสปอร์ต ID Card No./Passport No.	อำนาจลงนาม เป็นผู้บริหารสูงสุด Authorized Signatory Chief Executive	
1. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
2. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
3. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
4. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
5. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
6. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
7. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
8. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
9. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>
10. ....	.....	.....	<input type="checkbox"/> มี Yes <input type="checkbox"/> ไม่มี No	<input type="checkbox"/>

\* Required

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### 2. รายชื่อผู้ถือหุ้นที่ถือหุ้นตั้งแต่ 25% ขึ้นไป

#### List of Shareholders holding from 25% of shares

กรณีบุคคลธรรมดาที่เป็นผู้ถือหุ้นของนิติบุคคลเจ้าของบัญชี Individuals who shareholders of juristic's owner\*:

ชื่อ - นามสกุล ของผู้ถือหุ้น Name - Surname or Shareholders	สัญชาติ Nationality	เลขที่บัตรประชาชน/หนังสือเดินทาง ID Card No./Passport No.	วันหมดอายุ (กรอกเฉพาะกรณีที่ไม่ได้ใช้บัตรประชาชน) Date of Expiry (Only for Passport and Alien Registration Card)
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

กรณีนิติบุคคลที่เป็นผู้ถือหุ้นของนิติบุคคลเจ้าของบัญชี Juristics who shareholders of juristic's owner\*:

1.ชื่อนิติบุคคล Juristic Name.....			
เลขทะเบียนนิติบุคคล Commercial Registration No.	ประเทศที่จดทะเบียน Registration Country		
ชื่อ - นามสกุล ของผู้ถือหุ้น Name - Surname or Shareholders	สัญชาติ Nationality	เลขที่บัตรประชาชน/หนังสือเดินทาง ID Card No./Passport No.	วันหมดอายุ (กรอกเฉพาะกรณีที่ไม่ได้ใช้บัตรประชาชน) Date of Expiry (Only for Passport and Alien Registration Card)
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

2.ชื่อนิติบุคคล Juristic Name.....			
เลขทะเบียนนิติบุคคล Commercial Registration No.	ประเทศที่จดทะเบียน Registration Country		
ชื่อ - นามสกุล ของผู้ถือหุ้น Name - Surname or Shareholders	สัญชาติ Nationality	เลขที่บัตรประชาชน/หนังสือเดินทาง ID Card No./Passport No.	วันหมดอายุ (กรอกเฉพาะกรณีที่ไม่ได้ใช้บัตรประชาชน) Date of Expiry (Only for Passport and Alien Registration Card)
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

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### 3. ข้อมูลผู้รับผลประโยชน์ที่แท้จริง End Beneficiary Information

ชื่อ - นามสกุล\* Name - Surname.....

วันเดือนปีเกิด (ค.ศ.) Date of Birth (B.E.) □□-□□-□□□□

ประเภทหลักฐาน\* ☐ บัตรประชาชน ID Card เลขที่ No. □-□□□□-□□□□□-□□-□

ID Type

☐ หนังสือเดินทาง Passport เลขที่ No. □□□□□□□□□□

วันหมดอายุ (ค.ศ.) Expiry Date: (A.D.) □□-□□-□□□□

ประเทศที่ออก Issuing Country .....

☐ บัตรคนต่างด้าว Alien Registration Card เลขที่ No. □-□□□□-□□□□□-□□-□

วันหมดอายุ (ค.ศ.) Expiry Date: (A.D.) □□-□□-□□□□

#### ที่อยู่ตามประเภทหลักฐาน Address as specified in the identification document

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban.....

เลขที่ห้อง Room No..... ชั้น Floor ..... ซอย Soi ..... ถนน Road .....

ตำบล Sub-district/Tambon ..... อำเภอ District/Amphur .....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

ท่านเป็นผู้มีสถานภาพทางการเมืองหรือเป็นสมาชิกในครอบครัวหรือเป็นผู้ใกล้ชิดกับบุคคลผู้มีสถานภาพทางการเมืองหรือไม่  
Are you a politician or connected to any Political person?

☐ ใช่ Yes ตำแหน่งงาน Position..... ☐ ไม่ใช่ No

### 4. ข้อมูลสำหรับทำธุรกรรมกองทุนรวม Information for Mutual Fund

เงื่อนไขการลงนามการทำธุรกรรม Condition of Authorized Signatories for Transaction\* .....

ผู้รับมอบอำนาจทอดสุดท้ายในการทำธุรกรรม\*

Authorized person of Juristic Investor for transaction

1. ชื่อ - นามสกุล\* Name - Surname .....

วันเดือนปีเกิด\* (ค.ศ.) Date of Birth (B.E.) □□-□□-□□□□

ประเภทหลักฐาน\* ☐ บัตรประชาชน ID Card เลขที่ No. □-□□□□-□□□□□-□□-□

ID Type

☐ หนังสือเดินทาง Passport เลขที่ No. □□□□□□□□□□

วันหมดอายุ (ค.ศ.) Expiry Date: (A.D.) □□-□□-□□□□

ประเทศที่ออก Issuing Country .....

☐ บัตรคนต่างด้าว Alien Registration Card เลขที่ No. □-□□□□-□□□□□-□□-□

วันหมดอายุ (ค.ศ.) Expiry Date: (A.D.) □□-□□-□□□□

#### ที่อยู่ตามประเภทหลักฐาน Address as specified in the identification document\*

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban.....

เลขที่ห้อง Room No..... ชั้น Floor ..... ซอย Soi ..... ถนน Road .....

แขวง/ตำบล Sub-district/Tambon ..... เขต/อำเภอ District/Amphur.....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

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### 4. ข้อมูลสำหรับทำธุรกรรมกองทุนรวม Information for Mutual Fund

#### ที่อยู่ปัจจุบัน Current Address\*

☐ ตามประเภทหลักฐาน Same as Address as specified in the identification document
 ☐ อื่นๆ (โปรดระบุข้อมูลด้านล่างนี้) Other (Please specify below)

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban .....

เลขที่ห้อง Room No. .... ชั้น Floor ..... ซอย Soi ..... ถนน Road .....

ตำบล Sub-district/Tambon ..... อำเภอ District/Amphur .....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

ท่านเป็นผู้มีสถานภาพทางการเมืองหรือเป็นสมาชิกในครอบครัวหรือเป็นผู้ใกล้ชิดกับบุคคลผู้มีสถานภาพทางการเมืองหรือไม่  
Are you a politician or connected to any Political person?

☐ ใช่ Yes ตำแหน่งงาน Position ..... ☐ ไม่ใช่ No

2. ชื่อ - นามสกุล\* Name - Surname .....

วันเดือนปีเกิด\* (ค.ศ.) Date of Birth (B.E.) --

ประเภทหลักฐาน\* ☐ บัตรประชาชน ID Card เลขที่ No. ---------

ID Type ☐ หนังสือเดินทาง Passport เลขที่ No. ---------

วันหมดอายุ (ค.ศ.) Expiry Date: (A.D.) -----

ประเทศที่ออก Issuing Country .....

☐ บัตรคนต่างด้าว Alien Registration Card เลขที่ No. ---------

วันหมดอายุ (ค.ศ.) Expiry Date: (A.D.) -----

#### ที่อยู่ตามประเภทหลักฐาน Address as specified in the identification document\*

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban .....

เลขที่ห้อง Room No. .... ชั้น Floor ..... ซอย Soi ..... ถนน Road .....

แขวง/ตำบล Sub-district/Tambon ..... เขต/อำเภอ District/Amphur .....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

#### ที่อยู่ปัจจุบัน Current Address\*

☐ ตามประเภทหลักฐาน Same as Address as specified in the identification document
 ☐ อื่นๆ (โปรดระบุข้อมูลด้านล่างนี้) Other (Please specify below)

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban .....

เลขที่ห้อง Room No. .... ชั้น Floor ..... ซอย Soi ..... ถนน Road .....

ตำบล Sub-district/Tambon ..... อำเภอ District/Amphur .....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

ท่านเป็นผู้มีสถานภาพทางการเมืองหรือเป็นสมาชิกในครอบครัวหรือเป็นผู้ใกล้ชิดกับบุคคลผู้มีสถานภาพทางการเมืองหรือไม่  
Are you a politician or connected to any Political person?

☐ ใช่ Yes ตำแหน่งงาน Position ..... ☐ ไม่ใช่ No

( ..... )

ลงชื่อผู้มีอำนาจลงนามแทนนิติบุคคล  
Authorized Signatory of Juristic Investor's Signature

## 5. การเปิดบัญชีกองทุนรวม Account Information - For Mutual Fund

## วัตถุประสงค์การลงทุน Investment Objective\*

- ☐ บริหารสภาพคล่อง Liquidity Management ☐ การลงทุน Investment
- ☐ บริหารเงินรอลงทุน Cash management for investment ☐ อื่นๆ (โปรดระบุ) Other (Please specify) .....

## ที่อยู่ในการจัดส่งเอกสาร Mailing Address\*

- ☐ ตามหนังสือจดทะเบียนนิติบุคคล/หนังสือจัดตั้ง  
Same as Commercail Registration Certificate Address ☐ อื่นๆ (โปรดระบุ) Other (Please specify)

เลขที่ Address No. .... หมู่ที่ Moo No. .... อาคาร/หมู่บ้าน Building/Mooban .....

เลขที่ห้อง Room No. .... ชั้น Floor .... ซอย Soi .... ถนน Road .....

ตำบล Sub-district/Tambon ..... อำเภอ District/Amphur .....

จังหวัด Province ..... รหัสไปรษณีย์ Postal Code ..... ประเทศ Country .....

## วิธีการรับเอกสาร Mailing Method\*

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

- ☐ ตามอีเมล (หากท่านเลือกช่องทางอีเมล บริษัทจะจัดส่งเอกสารในช่องทางอีเมลเป็นช่องทางหลัก)  
E-mail (If you choose this option, your documents will be sent to your email address as a main contact channel)
- ☐ โทรสาร Fax .....
- ☐ ไปรษณีย์ Post

## บัญชีธนาคารสำหรับหักเงินเพื่อซื้อหลักทรัพย์ Bank Account for Subscription

ลำดับ No.	บัญชีหลัก Main Bank Account	ธนาคาร Bank	สาขา Branch	เลขบัญชี Account No.	ชื่อบัญชี Account Name
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				

## 5. การเปิดบัญชีกองทุนรวม Account Information - For Mutual Fund

บัญชีธนาคารสำหรับรับเงินค่าขายหลักทรัพย์ ดอกเบี้ย เงินปันผล\*

Bank Account for Redemption Proceeds and Dividend

- ☐ ตามบัญชีธนาคารสำหรับหักเงินเพื่อซื้อหลักทรัพย์ Same as Bank Account for Subscription
- ☐ บัญชีอื่นๆ (โปรดระบุ) Other (Please specify)

ลำดับ No.	บัญชีหลัก Main Bank Account	ธนาคาร Bank	สาขา Branch	เลขบัญชี Account No.	ชื่อบัญชี Account Name
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				

หมายเหตุ บัญชีธนาคารสำหรับหักเงินเพื่อซื้อหลักทรัพย์ การรับเงินค่าขายหลักทรัพย์ ดอกเบี้ยและเงินปันผล ผู้ถือหลักทรัพย์และเจ้าของบัญชีต้องเป็นบุคคลเดียวกัน

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.

(  
ลงชื่อผู้ขอเปิดบัญชี Applicant Signature

(  
ลงชื่อผู้ขอเปิดบัญชี Applicant Signature



# FundConnex

## ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวม Terms and Conditions for the Mutual Fund Account Opening

ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมตามที่ระบุไว้ดังต่อไปนี้ ถือเป็นส่วนหนึ่งของคำขอเปิดบัญชีกองทุนรวมผ่านบริการ FundConnex กับบริษัทหลักทรัพย์จัดการกองทุนที่เข้าร่วมโครงการดังกล่าว (“**บริษัทจัดการ**”) โดยผู้ขอเปิดบัญชีกองทุนรวม (“**ผู้ลงทุน**”) ได้ลงนามในคำขอเปิดบัญชีกองทุนรวมเพื่อรับทราบและตกลงเข้าผูกพันและปฏิบัติตามข้อกำหนดและเงื่อนไขดังต่อไปนี้ 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 FundConnex 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:

- ผู้ลงทุนตกลงให้บริษัทจัดการใช้ต้นฉบับของคำขอเปิดบัญชีกองทุนรวมและเอกสารประกอบการเปิดบัญชีกองทุนรวมที่ผู้ลงทุนได้ลงนามไว้แล้วเป็นเอกสารในการเปิดบัญชีกองทุนรวมสำหรับบริษัทจัดการทุกรายที่ผู้ลงทุนประสงค์จะเปิดบัญชีกองทุนรวม และในกรณีที่บริษัทจัดการใช้สำเนาของเอกสารข้างต้น (สำเนากระดาษ สำเนาในรูปแบบของการสแกนข้อมูลหรือสำเนาที่จัดเก็บในรูปแบบทางอิเล็กทรอนิกส์อื่นใด) ผู้ลงทุนตกลงให้สำเนาเอกสารดังกล่าวมีผลใช้บังคับตามกฎหมาย และใช้ผูกพันกับผู้ลงทุนได้เสมือนกับต้นฉบับของเอกสาร  
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.
- ผู้ลงทุนขอรับรองและยืนยันว่าข้อมูลที่ได้ไว้ในคำขอเปิดบัญชีกองทุนรวม เอกสารประกอบการเปิดบัญชีกองทุนรวม แบบสอบถามเพื่อกำหนดความเสี่ยงของผู้ลงทุน และ/หรือตามข้อสอบถามเป็นครั้งคราวของบริษัทจัดการ เป็นข้อมูลถูกต้อง ครบถ้วนตามความเป็นจริง และเป็นปัจจุบัน และหากข้อมูลดังกล่าวมีการเปลี่ยนแปลงในอนาคต ผู้ลงทุนตกลงแจ้งเป็นลายลักษณ์อักษรหรือแจ้งในรูปแบบอื่นใดที่บริษัทจัดการยอมรับให้บริษัทจัดการทราบโดยไม่ชักช้า และในกรณีที่ภายหลังบริษัทจัดการมีการติดต่อผู้ลงทุนตามวิธีการที่ระบุไว้ในข้อ 8 เพื่อแจ้งยืนยัน หรือปรับปรุงข้อมูลข้างต้นไป ยังผู้ลงทุน หากผู้ลงทุนไม่แจ้งการเปลี่ยนแปลงข้อมูลหรือตอบกลับตามวิธีการและภายในระยะเวลาที่บริษัทจัดการกำหนด ผู้ลงทุนตกลงให้บริษัทจัดการยึดถือข้อมูลล่าสุดที่มีอยู่เดิมเป็นข้อมูลปัจจุบันของผู้ลงทุน

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.

- ผู้ลงทุนขอให้ความยินยอมโดยมีอาจเพิกถอนได้ แก่บริษัทจัดการในการเก็บรวบรวม ใช้ ส่งหรือโอนไปต่างประเทศ หรือเปิดเผยซึ่งข้อมูลของผู้ลงทุน รวมทั้งข้อมูลใดๆ ในบัญชีกองทุนรวมทั้งหมดที่ผู้ลงทุนมีกับบริษัทจัดการให้กับบุคคลดังต่อไปนี้ได้ตามที่บริษัทจัดการเห็นสมควร เพื่อประโยชน์ในการตรวจสอบ และ/หรือการปฏิบัติตามกฎหมายทั้งในและต่างประเทศ และ/หรือเพื่อประโยชน์ในการให้บริการหรือเสนอผลิตภัณฑ์ทางการลงทุนแก่ผู้ลงทุน และ/หรือเพื่อการดำเนินงานของบริษัทจัดการหรือกองทุน และ/หรือเพื่อการดำเนินการตามข้อผูกพันที่บริษัทจัดการหรือกองทุนมีหน้าที่ต้องปฏิบัติ

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:

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

- ในกรณีที่ผู้ลงทุนไม่สามารถปฏิบัติตามคำขอของบริษัทจัดการในการนำส่งข้อมูล เอกสาร และ/หรือคำยินยอมเพิ่มเติมตามที่บริษัทจัดการหรือกองทุนมีหน้าที่ต้องดำเนินการตามกฎหมายทั้งในและต่างประเทศหรือตามข้อผูกพันที่บริษัทจัดการหรือกองทุนมีหน้าที่ต้องปฏิบัติ หรือเป็นสิ่งที่จำเป็นสำหรับการดำเนินงาน หรือการลงทุนของบริษัทจัดการหรือกองทุน หรือผู้ลงทุนไม่ปฏิบัติตามข้อกำหนด และเงื่อนไขของการเปิดบัญชีกองทุนรวม ผู้ลงทุนตกลงยินยอมให้บริษัทจัดการสามารถระงับการให้บริการใดๆอันเกี่ยวข้องกับบัญชีกองทุนรวมของผู้ลงทุนได้ รวมทั้งดำเนินการปิดบัญชีกองทุนรวมของผู้ลงทุน โดยผู้ลงทุนขอมอบอำนาจ และขอให้ความยินยอมโดยมีอาจเพิกถอนได้ แก่บริษัทจัดการในการปิดบัญชีกองทุนรวม และ/หรือดำเนินการขายคืนหน่วยลงทุนเพื่อปิดบัญชีกองทุนรวมของผู้ลงทุนได้ตามที่บริษัทจัดการเห็นสมควร โดยถือเสมือนว่าเป็นการดำเนินการของผู้ลงทุนเอง และผู้ลงทุนตกลงจะไม่เรียกร้องค่าเสียหายใดๆจากบริษัทจัดการในการดำเนินการดังกล่าวบริษัทจัดการหรือกองทุนมีหน้าที่ต้องปฏิบัติ

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.

- ผู้ลงทุนรับทราบและตกลงว่าบริษัทจัดการสงวนสิทธิที่จะไม่อนุมัติหรือปฏิเสธคำขอเปิดบัญชีกองทุนรวม หรือการทํารุกรรมกับผู้ลงทุนทั้งหมดหรือบางส่วน ได้โดยไม่ต้องชี้แจงแสดงเหตุผลใดๆแก่ผู้ลงทุน และการตัดสินใจของบริษัทจัดการให้ถือเป็นที่สุด ทั้งนี้ ให้รวมถึงการสงวนสิทธิที่เป็นไปตามข้อกำหนดสิทธิ และหน้าที่ของบริษัทจัดการที่ระบุไว้ในหนังสือชี้ชวน ตลอดจนเงื่อนไข และข้อกำหนดอื่นใดที่บริษัทจัดการได้กำหนดไว้

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.

- ในกรณีที่ผู้สนับสนุนการขายหรือรับซื้อคืนหน่วยลงทุนส่งคำสั่งซื้อขายหรือสับเปลี่ยนหน่วยลงทุนของผู้ลงทุนให้กับบริษัทจัดการโดยผ่านบริการ FundConnex หรือผู้ลงทุนส่งคำสั่งซื้อขายหรือสับเปลี่ยนหน่วยลงทุนผ่านทางการส่งคำสั่งซื้อขายหรือสับเปลี่ยนหน่วยลงทุนทางระบบอินเตอร์เน็ตของผู้ให้บริการ FundConnex ผู้ลงทุนตกลงให้ถือเอาข้อมูลคำสั่งที่บริษัทจัดการได้รับจากบริการ FundConnex มีผลผูกพันผู้ลงทุนเสมือนหนึ่งผู้ลงทุนได้ลงนาม และยืนยันแบบฟอร์มคำสั่งในการทํารายการดังกล่าวต่อบริษัทจัดการและข้อมูลดังกล่าวถือเป็นหลักฐานที่ถูกต้องสมบูรณ์ และใช้อ้างอิงสำหรับการทํารายการของผู้ลงทุนได้

In an event that the distributor sends a subscription/redemption/switching order of the Investor to the Asset Management Company through FundConnex service or the Investor sends a subscription/redemption/switching order through the internet system of the FundConnex service provider, the Investor agrees that the information on the order received by the Asset Management Company from the FundConnex 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.

# FundConnex

## ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวม Terms and Conditions for the Mutual Fund Account Opening

7. ผู้ลงทุนยืนยันว่า ก่อนการลงทุนแต่ละครั้ง ผู้ลงทุนได้รับหนังสือชี้ชวน หรือคู่มือการลงทุนใน SSF, SSFX, LTF หรือ RMF แล้วแต่กรณี หรือเอกสารอื่นใดที่ใช้ในการขายหน่วยลงทุนจากบริษัทจัดการ และ/หรือผู้สนับสนุนการขายหรือรับซื้อคืนหน่วยลงทุน และ/หรือบุคคลธรรมดาที่ทำหน้าที่เป็นผู้ติดต่อผู้ลงทุน รวมทั้งพนักงานผู้ทำหน้าที่ในการขายหน่วยลงทุนของบุคคลดังกล่าวแล้ว และผู้ลงทุนมีความรู้และความเข้าใจเกี่ยวกับการลงทุนในหน่วยลงทุนของกองทุนรวมเป็นอย่างดีว่า

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) ก่อนการลงทุนในหน่วยลงทุนของกองทุนรวมทุกครั้ง ผู้ลงทุนควรศึกษาข้อมูลต่างๆ ตามที่ระบุไว้ในหนังสือชี้ชวนอย่างละเอียดรอบคอบ  
Prior to each investment in the investment units, the Investor should thoroughly study the information as specified in the fund prospectus;
- (2) การลงทุนในหน่วยลงทุนมิใช่เป็นการฝากเงิน และมีความเสี่ยงของการลงทุน ผู้ลงทุนอาจได้รับเงินลงทุนคืนมากกว่าหรือน้อยกว่าเงินลงทุนเริ่มแรกก็ได้ และอาจไม่ได้รับชำระคืนค่าขายคืนหน่วยลงทุน ภายในระยะเวลาที่กำหนด หรืออาจไม่สามารถขายคืนหน่วยลงทุนได้ตามที่เดิมที่ตั้งไว้  
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) ในกรณีที่บริษัทจัดการ และ/หรือผู้สนับสนุนการขายหรือรับซื้อคืนหน่วยลงทุน และ/หรือบุคคลธรรมดาที่ทำหน้าที่เป็นผู้ติดต่อผู้ลงทุนที่บริษัทจัดการแต่งตั้ง (รวมทั้งพนักงานผู้ทำหน้าที่ในการขายหรือรับซื้อคืนหน่วยลงทุนของบุคคลดังกล่าว) ให้คำแนะนำทั่วไปหรือคำแนะนำเฉพาะเจาะจงแก่ผู้ลงทุน ผู้ลงทุนจะได้รับคำเตือนในเรื่องต่างๆ ตามหลักเกณฑ์ เงื่อนไข และวิธีการของคณะกรรมการ ก.ล.ด. กำหนด อันได้แก่

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:

- (ก) คำเตือนเกี่ยวกับความเสี่ยงของการลงทุนในหน่วยลงทุน  
The warning on risks associated with the investment in investment units;
  - (ข) คำเตือนเกี่ยวกับความเสี่ยงในการลงทุนของกองทุนรวมนั้นๆ  
The warning on risks associated with the investment in each that particular mutual fund;
  - (ค) คำเตือนในกรณีที่มีการให้คำแนะนำทั่วไปว่า คำแนะนำดังกล่าวมีใช้คำแนะนำแก่ผู้ลงทุนเป็นการเฉพาะเจาะจง และคำแนะนำนั้นไม่ได้เกิดจากการวิเคราะห์หรือคำนึงถึงวัตถุประสงค์ในการลงทุน ฐานะทางการเงินและความต้องการของผู้ลงทุน  
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
  - (ง) คำเตือนในกรณีที่มีการให้คำแนะนำเฉพาะเจาะจงว่า ในกรณีที่ผู้ลงทุนปฏิเสธการให้ข้อมูลส่วนตัวหรือการให้ข้อมูลส่วนตัวที่เป็นปัจจุบัน ผู้ลงทุนอาจได้รับคำแนะนำที่ไม่เหมาะสมกับวัตถุประสงค์ ฐานะทางการเงินหรือความต้องการของผู้ลงทุน เนื่องจากคำแนะนำที่ให้นั้นไม่ได้พิจารณาจากข้อมูลเพียงเท่าที่ผู้ลงทุนเปิดเผยให้ทราบหรือกฎหมายกำหนด ผู้ลงทุนยืนยันว่า การลงทุนเป็นการตัดสินใจลงทุนของผู้ลงทุนโดยลำพังไม่มีผลเป็นการผูกพันบริษัทจัดการและไม่มีผลให้บริษัทจัดการต้องรับผิดชอบใดๆ ทั้งสิ้นทุกประการ  
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) สำหรับผู้ลงทุนในกองทุนรวม SSF, SSFX, LTF และ RMF ผู้ลงทุนได้อ่านและเข้าใจโดยตลอดถึงข้อความที่ปรากฏอยู่ในคู่มือการลงทุนใน SSF, SSFX, LTF หรือ RMF แล้วแต่กรณี และผู้ลงทุนรับทราบว่าบริษัทจัดการมิได้เป็นผู้ให้คำแนะนำ หรือให้คำปรึกษาด้านภาษีแก่ผู้ลงทุน รวมทั้งผู้ลงทุนจะไม่สามารถนำหน่วยลงทุนของกองทุนรวม SSF, SSFX, RMF และ LTF ไปจำหน่าย จ่าย โอน จำนำ หรือนำไปเป็นประกันได้

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.

8. บรรดาการติดต่อ หนังสือติดต่อ และ/หรือหนังสือบอกกล่าว และ/หรือเอกสารหรือข้อมูลอื่นใด ที่จะติดต่อหรือส่งให้แก่ผู้ลงทุน ให้บริษัทจัดการสามารถติดต่อด้วยวิธีใดก็ได้ ไม่ว่าจะเป็นการแจ้งทางโทรศัพท์ โทรสาร ข้อความสั้น (SMS) ไปรษณีย์อิเล็กทรอนิกส์ (email) ทางไปรษณีย์ลงทะเบียนหรือไปรษณีย์ตามปกติ หรือให้คนนำไปส่งเอง หรือผ่านทาง applications หรือสื่อสังคมออนไลน์ (เช่น LINE, WhatsApp, Messenger หรือ Facebook) หรือการติดต่อสื่อสารด้วยวิธีอื่นใด ในกรณีที่ผู้ลงทุนได้ส่งไปรษณีย์ เลขหมายโทรศัพท์ โทรสาร ที่อยู่ทางอิเล็กทรอนิกส์ (email address) ที่อยู่ระบุไว้ในคำขอเปิดบัญชีกองทุนรวม หรือที่ผู้ลงทุนได้แจ้งการเปลี่ยนแปลงไว้เป็นหนังสือครั้งสุดท้ายแล้ว หรือส่งผ่านไปยัง applications ที่ผู้ลงทุน download ไว้ หรือเผยแพร่ผ่านสื่อสังคมออนไลน์ที่ผู้ลงทุนได้เข้ามาติดตามหรือเพิ่มชื่อเพื่อรับข้อมูลไว้ ให้ถือว่าได้ส่งให้แก่ผู้ลงทุนแล้วโดยชอบ ทั้งนี้ โดยไม่คำนึงว่า ผู้ลงทุนจะได้รับด้วยตนเอง หรือมีผู้รับไว้ หรือจะได้เปิดอ่านข้อมูลหรือไม่ก็ตามสำหรับในกรณีที่ส่งไปไม่ได้เพราะผู้ลงทุนย้ายที่อยู่ หรือที่อยู่ดังกล่าวนี้เปลี่ยนแปลงไป หรือถูกรื้อถอนไป โดยไม่มีการแจ้งการย้ายหรือการเปลี่ยนแปลงหรือการรื้อถอนนั้นเป็นหนังสือถึงบริษัทจัดการที่ดี หรือส่งไปไม่ได้เพราะเลขหมายโทรศัพท์ โทรสาร ที่อยู่ทางอิเล็กทรอนิกส์ (email address) หรือที่อยู่ของผู้ลงทุนได้แจ้งการเปลี่ยนแปลงไว้เป็นหนังสือครั้งสุดท้ายแล้วไม่ถูกต้องหรือไม่เป็นปัจจุบันก็ดี ให้ถือว่าผู้ลงทุนได้รับและทราบหนังสือติดต่อ คำบอกกล่าว ข้อมูลหรือหนังสืออื่นใดของบริษัทจัดการแล้วโดยชอบ

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.

9. เพื่อให้บริษัทจัดการ (รวมถึงกองทุนทุกกองภายใต้การบริหารจัดการของบริษัทจัดการ) ผู้สนับสนุนการขายหรือรับซื้อหน่วยลงทุนและผู้ที่เกี่ยวข้องกับกองทุน สามารถปฏิบัติตามกฎหมายที่เกี่ยวข้องทั้งในและต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายว่าด้วยการป้องกันและปราบปรามการฟอกเงินหรือการสนับสนุนทางการเงินแก่การก่อการร้าย) ได้ และเพื่อเป็นการลดขั้นตอนที่ผู้ลงทุนจะต้องนำส่งเอกสาร ขอดทลงอันเกี่ยวกับหน้าที่ของผู้ลงทุน ข้อมูล คำยืนยัน และคำยินยอมใดๆ เกี่ยวกับการแสดงตนและการเปิดเผยข้อมูล/หัก ณ ที่จ่าย (รวมถึงเอกสาร FATCA Form และเอกสารที่อ้างถึงใน FATCA Form) (ซึ่งต่อไปนี้จะรวมเรียกว่า "เอกสารและข้อมูล") ให้กับบุคคลดังกล่าวข้างต้นเป็นรายๆ ไป ภายใต้ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนนี้ หากผู้ลงทุนให้หรือจะให้อเอกสารและข้อมูลแก่บุคคลใดบุคคลหนึ่งข้างต้น ผู้ลงทุนตกลงและยินยอมให้บุคคลดังกล่าวข้างต้นทั้งหมดรวมถึงตัวแทนมีสิทธิใช้เอกสารและข้อมูลดังกล่าวเสมือนหนึ่งว่า ผู้ลงทุนได้มอบเอกสารและข้อมูลนั้น กับบุคคลดังกล่าวทุกราย และให้บุคคลดังกล่าวทุกรายสามารถนำส่ง/ใช้เอกสารและข้อมูลนั้นระหว่างกันได้ ทั้งนี้ บริษัทจัดการ และ/หรือบุคคลแต่ละรายข้างต้น สงวนสิทธิในการขอเอกสารและข้อมูลเพิ่มเติมจากผู้ลงทุนในภายหลังได้

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

## FundConnex

### ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวม Terms and Conditions for the Mutual Fund Account Opening

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.

10. ผู้ลงทุนตกลงผูกพันและปฏิบัติตามหลักเกณฑ์และเงื่อนไขต่างๆในหนังสือชี้ชวนของแต่ละกองทุนรวมที่ผู้ลงทุนได้ลงทุนไว้ ข้อกำหนดและเงื่อนไขแบบฟอร์มซื้อขายหรือสับเปลี่ยนหน่วยลงทุนระเบียบปฏิบัติที่เกี่ยวข้องกับผู้ถือหน่วยลงทุน ตลอดจนข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมเพิ่มเติมจากข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมนี้ตามที่แต่ละบริษัทจัดการจะกำหนด รวมถึงที่จะมีการแก้ไขเพิ่มเติมในอนาคต ซึ่งผู้ลงทุนสามารถตรวจสอบระเบียบปฏิบัติที่เกี่ยวข้องกับผู้ถือหน่วยลงทุน ตลอดจนข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมเพิ่มเติมของแต่ละบริษัทจัดการได้ที่เว็บไซต์ของบริษัทจัดการดังกล่าว

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.

11. ผู้ลงทุนยอมรับและตกลงว่าข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมนี้ยังคงมีผลใช้บังคับกับผู้ลงทุนต่อไป แม้ปรากฏต่อมาในภายหลังว่าบริษัทจัดการหรือผู้สนับสนุนการขาย หรือรับซื้อคืนหน่วยลงทุนรายใดรายหนึ่งจะยกเลิกหรือไม่ได้ใช้บริการ FundConnex แล้ว

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 FundConnex

## FundConnex

### แบบประเมินความเหมาะสมในการลงทุนสำหรับนิติบุคคล Suitability test for Juristic Investor

คำถามข้อ 1-10 ใช้เพื่อประเมินความเหมาะสมในการลงทุน

Questions 1-10 are used to assess the suitability of your Investment

1. ประสบการณ์การลงทุนในหลักทรัพย์ของนิติบุคคล (ได้แก่ ตั๋วเงินคลัง พันธบัตร ตั๋วแลกเงิน หุ้น หุ้นกู้ หุ้นกู้ที่มีอนุพันธ์แฝง หน่วยลงทุน)

Your prior investment experience in securities. (Securities: Treasury bills, bond, Bill of Exchange, Stocks, Debenture, Structure note, Mutual Fund Units)

ก. น้อยกว่า 1 ปี Less than 1 year

ค. 6 - 10 ปี 6 - 10 years

ข. 1 - 5 ปี 1 - 5 years

ง. มากกว่า 10 ปี More than 10 years

2. ปัจจุบันนิติบุคคลมีภาระทางการเงินและค่าใช้จ่ายประจำเป็นสัดส่วนเท่าใดเมื่อเทียบกับรายได้จากการดำเนินงานกิจการ  
What is the proportion of your expenses compare to your revenue?

ก. มากกว่าร้อยละ 75 ของรายได้ทั้งหมด More than 75% of the revenue

ข. ระหว่างร้อยละ 50 ถึงร้อยละ 75 ของรายได้ทั้งหมด Between 50% and 75% of the revenue

ค. ตั้งแต่ร้อยละ 25 แต่น้อยกว่าร้อยละ 50 ของรายได้ทั้งหมด 25% to less than 50% of the revenue

ง. น้อยกว่าร้อยละ 25 ของรายได้ทั้งหมด Less than 25% of the revenue

3. นิติบุคคลมีสถานภาพทางการเงินในปัจจุบันอย่างไร What is your current financial status?

ก. มีทรัพย์สินน้อยกว่าหนี้สิน Less assets than liabilities

ข. มีทรัพย์สินเท่ากับหนี้สิน Assets equal liabilities

ค. มีทรัพย์สินมากกว่าหนี้สิน More assets than liabilities

ง. มีหนี้สินน้อยมากเมื่อเทียบกับมูลค่าทรัพย์สิน หรือไม่มีหนี้สินเลย  
Almost no liabilities or no liabilities

4. นิติบุคคลเคยลงทุนในทรัพย์สินกลุ่มใดต่อไปนี้บ้าง (เลือกได้มากกว่า 1 ข้อ)

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

ก. เงินฝากธนาคาร Bank Deposits

ข. พันธบัตรรัฐบาล หรือกองทุนรวมพันธบัตรรัฐบาล Government Bond or Government Bond Funds

ค. หุ้นกู้ หรือกองทุนรวมตราสารหนี้ Debentures or Mutual Funds

ง. หุ้นสามัญ หรือกองทุนรวมหุ้น หรือสินทรัพย์อื่นที่มีความเสี่ยงสูง  
Common Stocks or Mutual Funds or other high-risk assets

5. ระยะเวลาที่ท่านคาดว่าจะกิจการจะไม่มีผลจำเป็นต้องใช้เงินลงทุนนี้ What is your investment period target?

ก. ไม่เกิน 1 ปี Less than 1 year

ค. ตั้งแต่ 3 ถึง 5 ปี 3 to 5 years

ข. ตั้งแต่ 1 แต่น้อยกว่า 3 ปี 1 to less than 3 years

ง. มากกว่า 5 ปี More than 5 years

6. ความสามารถในการรับความเสี่ยงของนิติบุคคล คือ

What is your risk tolerance?

ก. เน้นเงินต้นต้องปลอดภัยและได้รับผลตอบแทนสม่ำเสมอแต่ต่ำได้

Focus on opportunity in preserving original investment safely and receiving small consistent return

ข. เน้นโอกาสได้รับผลตอบแทนที่สม่ำเสมอ แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้บ้าง

Focus on opportunity in receiving consistent return but may take risk of losing some original investment

ค. เน้นโอกาสได้รับผลตอบแทนที่สูงขึ้น แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้มากขึ้น

Focus on opportunity in receiving higher return but may take risk of losing more original investment

ง. เน้นผลตอบแทนสูงสุดในระยะยาว แต่อาจเสี่ยงที่จะสูญเสียเงินต้นส่วนใหญ่ได้

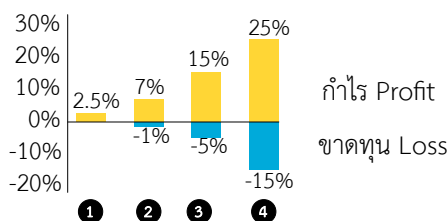
Focus on the highest long-term return but may take risk of losing most of the original investment

7. เมื่อพิจารณาารูปแสดงตัวอย่างผลตอบแทนของกลุ่มการลงทุนที่อาจเกิดขึ้นด้านล่าง ท่านเต็มใจที่จะลงทุนในกลุ่มการลงทุนใดมากที่สุด

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

## FundConnex

### แบบประเมินความเหมาะสมในการลงทุนสำหรับนิติบุคคล Suitability test for Juristic Investor



- ก. กลุ่มการลงทุนที่ 1 มีโอกาสได้รับผลตอบแทน 2.5% โดยไม่ขาดทุนเลย  
Investment portfolio 1 (has chance to receive 2.5% return without any loss)
- ข. กลุ่มการลงทุนที่ 2 มีโอกาสได้รับผลตอบแทนสูงสุด 7% แต่อาจมีผลขาดทุนได้ถึง 1%  
Investment portfolio 2 (has chance to receive 7% highest return but may lose up to 1%)
- ค. กลุ่มการลงทุนที่ 3 มีโอกาสได้รับผลตอบแทนสูงสุด 15% แต่อาจมีผลขาดทุนได้ถึง 5%  
Investment portfolio 3 (has chance to receive 15% highest return but may lose up to 5%)
- ง. กลุ่มการลงทุนที่ 4 มีโอกาสได้รับผลตอบแทนสูงสุด 25% แต่อาจมีผลขาดทุนได้ถึง 15%  
Investment portfolio 4 (has chance to receive 25% highest return but may lose up to 15%)
8. ถ้าท่านเลือกลงทุนในทรัพย์สินที่มีโอกาสได้รับผลตอบแทนมาก แต่มีโอกาสดูขาดทุนสูงด้วยเช่นกัน ท่านจะรู้สึกอย่างไร  
If you invest in assets that have chances to receive high return but also have chances to receive high loss, how would you feel?
- ก. กังวลและตื่นตระหนกกลัวขาดทุน Worried and afraid of loss
- ข. ไม่สบายใจแต่พอเข้าใจได้บ้าง Uneasy but somehow understand
- ค. เข้าใจและรับความผันผวนได้ในระดับหนึ่ง Understand and accept the fluctuations
- ง. ไม่กังวลกับโอกาสขาดทุนสูง และหวังกับผลตอบแทนที่อาจจะได้รับสูงขึ้น  
Not concerned about the large potential loss and expect that the return may increase
9. ท่านจะรู้สึกกังวล/รับไม่ได้ เมื่อมูลค่าเงินลงทุนของท่านมีการปรับตัวลดลงในสัดส่วนเท่าใด  
In which proportion will you be anxious or unacceptable when the value of your investment has decreased?
- ก. 5% หรือน้อยกว่า 5% or less
- ค. มากกว่า 10%-20% More than 10%-20%
- ข. มากกว่า 5%-10% More than 5%-10%
- ง. มากกว่า 20% ขึ้นไป More than 20%
10. หากปีที่แล้วท่านลงทุนไป 100,000 บาท ปีนี้ท่านพบว่ามูลค่าเงินลงทุนลดลงเหลือ 85,000 บาท ท่านจะทำอย่างไร  
Last year, you invest 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?
- ก. ตกใจ และต้องการขายการลงทุนที่เหลือทิ้ง Panic and want to sell the remaining investment
- ข. กังวลใจ และจะปรับเปลี่ยนการลงทุนบางส่วนไปในทรัพย์สินที่เสี่ยงน้อยลง  
Worried and will change some investment into less risky assets
- ค. อดทนถือต่อไปได้ และรอผลตอบแทนปรับตัวกลับมา  
Continue holding the investment and wait until the investment rebounds
- ง. ยังมั่นใจ เพราะเข้าใจว่าต้องลงทุนระยะยาว และจะเพิ่มเงินลงทุนในแบบเดิมเพื่อเฉลี่ยต้นทุน  
Remain confident since it is long-term investment and will invest more to average cost

คำถามข้อ 11-12 ใช้เป็นข้อมูลเพิ่มเติมเพื่อประกอบการให้คำแนะนำ (ไม่นำมาคิดคะแนน)

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

ใช้เฉพาะที่จะมีการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นกู้ที่มีอนุพันธ์แฝงโดยตรงเท่านั้น  
Apply only to investment in derivatives and structure note

11. หากการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นกู้ที่มีอนุพันธ์แฝงประสบความสำเร็จ ท่านจะได้รับผลตอบแทนในอัตราที่สูงมาก แต่หากการลงทุนล้มเหลว ท่านอาจจะสูญเสียเงินลงทุนทั้งหมด และอาจต้องลงเงินชดเชยเพิ่มบางส่วน ท่านยอมรับได้เพียงใด  
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?
- ก. ไม่ได้ No
- ข. ได้ Yes

ใช้เฉพาะที่จะมีการลงทุนในต่างประเทศ Apply only to offshore investment

12. นอกเหนือจากความเสี่ยงในการลงทุนแล้ว ท่านสามารถรับความเสี่ยงด้านอัตราแลกเปลี่ยนได้เพียงใด  
In addition to investment risk, are you able to accept foreign exchange rate risk?
- ก. ไม่ได้ No
- ข. ได้ Yes

# FundConnex

สำหรับเจ้าหน้าที่ For Staff

## ส่วนที่ 1 เกณฑ์การคิดคะแนน Part 1 : Assessment Scores

ตอบ ก. = 1 คะแนน Answer ก = 1 point

ตอบ ข. = 2 คะแนน Answer ข = 2 points

ตอบ ค. = 3 คะแนน Answer ค = 3 points

ตอบ ง. = 4 คะแนน Answer ง = 4 points

สำหรับข้อ 4 หากตอบหลายข้อให้เลือกข้อที่คะแนนสูงสุด

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

## ส่วนที่ 2 ผลการประเมินความเหมาะสมในการลงทุน Part 2 : Assessment Result

คะแนน Total Scores	ระดับ Level	ประเภทนักลงทุน Investor Type of Risk
น้อยกว่า 15 Below 15	1	เสี่ยงต่ำ Low
15-21	2	เสี่ยงปานกลางค่อนข้างต่ำ Moderate to Low
22-29	3	เสี่ยงปานกลางค่อนข้างสูง Moderate to High
30-36	4	เสี่ยงสูง High
37 ขึ้นไป Over 37 scores	5	เสี่ยงสูงมาก Very High

## ส่วนที่ 3 ตัวอย่างคำแนะนำเรื่องการจัดสรรการลงทุน Part 3 : Basic Asset Allocation

ประเภทผู้ลงทุน Investor Type of Risk	สัดส่วนการลงทุน Asset Allocation				
	เงินฝากและ ตราสารหนี้ระยะสั้น Deposits and Short-Term Fixed Income Funds	ตราสารหนี้ภาครัฐ ที่มีอายุมากกว่า 1 ปี Long-Term Fixed Income Funds	ตราสารหนี้ภาคเอกชน Debenture	ตราสารทุน Equity Fund	การลงทุนทางเลือก*
เสี่ยงต่ำ Low	>60%		<20%	<10%	<5%
เสี่ยงปานกลางค่อนข้างต่ำ Moderate to Low	<20%	<70%		<20%	<10%
เสี่ยงปานกลางค่อนข้างสูง Moderate to High	<10%	<60%		<30%	<10%
เสี่ยงสูง High	<10%	<40%		<40%	<20%
เสี่ยงสูงมาก Very High	<5%	<30%		>60%	<30%

\* รวมถึง สินค้าโภคภัณฑ์ สัญญาซื้อขายล่วงหน้า Including consumer products and derivatives products

คะแนนรวมที่ได้ Total Scores

ลงชื่อผู้ประเมิน Assessor Name

( ..... )

วันที่ Date

...../...../.....

ลงชื่อผู้ตรวจสอบ Inspector Name

( ..... )