



Documents for opening a securities Trading Account

1. Customer data
2. Questionnaire for an Appropriate Investment Risk Assessment (Customer Risk Profile)
3. Broker and Agent Appointment Agreement
4. Form for Declaration of Status as U.S. Person or Non-U.S. Person for Individual Customer





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

Account No.....

I/We wish to open an account with Kasikorn Securities Public Company Limited. The following data is for your consideration.

**Type of account**

- Equity                       Cash Account                       Cash Balance                       Credit Balance  
 Derivatives

**Trading channel**

- Via Equity Wealth Manager                       Via Internet (Internet Trading)

### 1. Personal data and contract information

- Mr.             Mrs.             Miss             Others .....             Male             Female

Name-Surname .....

Date of Birth □□/□□/□□□□

Nationality (ies) (In case you have multiple citizenship, please specify all).....

- Personal ID card                       Passport                       Other .....

Card No. .... Expiry Date (B.E.) □□/□□/□□□□

**Contact Information<sup>1</sup>**

Tel (Home) ..... Mobile Phone .....

E-Mail..... Fax .....

- Education**     Lower than Bachelor degree     Bachelor degree     Master degree or above     Others .....

**Occupation**

- Entrepreneur/Freelance/Trading** (*Please identify nature of business*)

- Trading of precious stones, diamond, gems, gold, or ornaments decorated with precious stones, diamonds, gems, or gold.
- Entertainment facility
- Funds transfer service, domestic or cross-border, that is not a financial institution
- Casino or gambling house business
- Exchange of currency that is not a financial institution
- Trading of arms and ammunition (armament)
- Employment agent (related to accepting foreigner to work in Thailand or sending Thai national to work in foreign country.)
- Travel or tour Agent
- Trading of second hand goods/Trading of antiques
- Others.....

- Employee*                       *State Enterprise Officer*                       *Government Officer*                       *Doctor/Nurse*

- Lecturer/Professor*     *Soldier/Policeman*                       *Student*                       *Prosecutor / Judge*

- Others (Please provide detail)*..... *Nature of business* .....

Office name/Academy ..... Position .....

Office Tel..... Office Fax.....

**Contact person in case of emergency**

Name-Surname ..... Relationship .....

Tel ..... (*This number should not the same as customer's telephone number.*)

<sup>1</sup> Mobile phone and E-mail is the channel to contract and service by the Company.



Address information	Address
1.) Address in home country	No..... Village No. .... Building/Village..... Street.....Road..... Sub-district..... District..... Province..... Postal code..... Country.....
2.) Current address in Thailand	No..... Village No. .... Building/Village..... Street.....Road..... Sub-district..... District..... Province..... Postal code..... Country.....
3.) Office address	<input type="checkbox"/> <b>Current address in Thailand</b> <input type="checkbox"/> <b>Other address (Please provide detail)</b> No..... Village No. .... Building/Village..... Street.....Road..... Sub-district..... District..... Province..... Postal code..... Country.....
4.) Mailing address	<input type="checkbox"/> <b>Current address in Thailand</b> <input type="checkbox"/> <b>Office address</b> <input type="checkbox"/> <b>Other address (Please provide detail)</b> No..... Village No. .... Building/Village..... Street.....Road..... Sub-district..... District..... Province..... Postal code..... Country.....

## 2. Investment information

**Investment objective**     Long term       Speculative / Short Term       Hedging

**Investment Knowledge**

Equity                       Very Good       Good       Moderate       Little

Derivatives                 Very Good       Good       Moderate       Little

## 3. Financial information

Currency                   Thai Baht       USD       Others (Please provide detail).....

Monthly salary ..... Other monthly income .....

Source of your income.....

In which country your source of income come from (In case you have multiple source of income, please specify all)

.....

## 3. Marital status

**Marital status**     Single       Married       Divorced       Widowed

**Spouse's Name** (if married) .....

Currency                   Thai Baht       USD       Others .....

Monthly Salary ..... Office Name .....

Position..... Nature of business .....

Tel ..... Source of your income.....

In which country your source of income come from (In case you have multiple source of income, please specify all)

.....



#### 4. Other services

- Apply for Internet Trading (K-Cyber Trade)
- Apply for e-Dividend service with dividend transfer to *(Please attach copy of bank book)*
- Bank account for ATS/ODD
- Other Accounts *(Please provide detail)*
- Bank name ..... Branch..... Account No.....

#### 5. Self-identification data

I hereby certify that I am the ultimate benefit owner<sup>2</sup> from trading of securities through the securities trading account

Yes    No *(Please provide the ultimate benefit owner name)* .....

I am a politician or relating to politic<sup>3</sup>

- No    Yes *(Please provide Politics/Political title)* .....

I am a close associates with politician or relating to politic<sup>4</sup>

- No    Yes *(Please provide name)* .....
- (Please provide Politics/Political title)* .....
- (Please provide relationship)* .....

Parents/Spouse/Children are politician or relating to politic<sup>3</sup>

- No    Yes *(Please provide name)* .....
- (Please provide Politics/Political title)* .....
- (Please provide relationship)* .....

I have a relationship with the employees of Kasikorn Securities Public Company Limited

- No    Yes *(Please provide name)* .....
- (Please provide relationship)* .....

Power of Attorney

- No    Yes *(Please provide name)* .....
- (Please provide relationship)* .....
- (Please provide Tel) (This number should not the same as customer's telephone number.)* .....

I and my spouse involve in some of either criminal record under anti-money laundering Law and Counter-Terrorism and Proliferation of Weapon of Mass Destruction Financing Law.

- No    Yes *(Please provide detail)* Predicate offense ..... Year (B.E.) .....

<sup>2</sup> **Ultimate benefit owner means**

The natural person(s) who ultimately owns or controls the transaction or the natural person on whose behalf a transaction is being conducted by the customer.

<sup>3</sup> **Politician or relating to politic means**

1) Member of Parliament 2) Senator 3) Minister (which position higher than Deputy Minister) 4) Judge (which position higher than assistant judge)  
 5) Public Prosecutor (which position higher than assistant public prosecutor) 6) High ranking official or a committee member in a constitutional organization/a central government/a government enterprise or other government organization 7) Military/Police (which position higher than general)  
 8) A person who vacate their positions in 1-7 not exceeding 1 year or having influence over such position despite having vacated the position more than 1 year

<sup>4</sup> **Close associates with politician or relating to politic means**

1) A person who is entrusted with duties to possess or manage asset or other benefit in engagement or related in Politics/Political title  
 2) A person who has close relationship because the establishment or maintenance of business relationship in engagement or related in Politics/Political title



**1. How old are you?**

- (1) Over 55 years      (2) 45 – 55 years      (3) 35 - 44 years      (4) Under 35 years

**2. What are your financial burdens and fixed expenses? (i.e. mortgage payment, personal expensed)**

- (1) Over 75% of total income      (2) Between 50 - 75% of total income  
(3) Between 25 -50% of total income      (4) Less than 25% of total income

**3. What is your current financial status?**

- (1) Less assets than debts      (2) Assets equal to debts  
(3) More assets than debts      (4) I will have adequate savings/investments throughout my retirement

**4. Which of the following do you have investment experience with or knowledge about? (You can choose more than one answer.)**

- (1) Bank Deposit      (2) Government Bond or Government Bond Fund  
(3) Debentures or Fixed Income Fund      (4) Equity Stock or Equity Fund or other High-Risk Assets

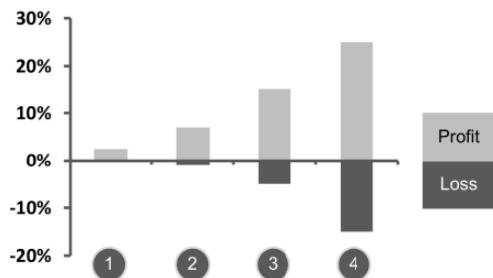
**5. The estimated period that you will not need to use your invested funds**

- (1) Less than 1 year      (2) 1 – 3 years      (3) 3 – 5 years      (4) More than 5 years

**6. What is your primary investment objective?**

- (1) To get regular, although lower returns, with secure investment principal  
(2) To increase my chance of getting regular returns over the long term despite risk of partial investment loss  
(3) To increase my change of getting higher returns despite higher risk of investment loss  
(4) To increase my chance of getting the maximum returns over the long term despite highest risk of investment loss

**7. Which of the following investment scenarios are you willing to be engaged in? (See below figure)**



- (1) Scenario 1 : returns of perhaps 2.5% and 0% loss  
(2) Scenario 2 : maximum returns of perhaps 7% and 1% possible loss  
(3) Scenario 3 : maximum returns of perhaps 15% and 5% possible loss  
(4) Scenario 4 : maximum returns of perhaps 25% and 15% possible loss

**8. If you were to invest in high-return but high-risk assets, how would you feel?**

- (1) Worried, and fearful of possible loss  
(2) Uneasy, but could come to terms with it  
(3) Aware of possible loss, can accept certain degree of fluctuation  
(4) Unconcerned of high-risk loss, and looking forward to higher returns

**9. You would be worried or unwilling to accept a scenario where your investment diminishes by:**

- (1) 5% or less      (2) Around 5% - 10%      (3) Around 10% - 20%      (4) Over 20%

**10. What would you do if you invested 100,000 Baht last year, but the value of your investment declines to 85,000 Baht this year?**

- (1) Take fright, and demand to sell all investments in your portfolio  
(2) Worry, and shift some investments to lower-risk assets  
(3) Be patient, and hold the assets until their value rebounds  
(4) Remain confident in your long-term investment plan, and invest more in the same asset type to reduce costs

**11. Successfully investing in derivatives and structure notes offers exceptionally high returns, but failure will probably lead to total loss where additional funds may be required to cover such loss. Are you willing to accept such an outcome?**

(For investing in derivatives and structure notes)

- (A) No      (B) Yes, but only to a certain extent      (C) Yes, without reservation

**12. Can you withstand foreign exchange risk?**

(For investing in foreign securities)

- (A) No      (B) Yes, but only to a certain extent      (C) Yes, without reservation





## Assessment Result

The total scores from 1– 10  points

Marks	Types of Investor	Suitable Types of Financial Instruments
Below 15	<p><b><u>Low risk type</u></b> which means you need slightly more returns than those gained from depositing money in bank, need no risks, and intend to invest in a short term</p>	<ul style="list-style-type: none"> <li>• Bank deposit and short term debt instruments and government debt instruments with a maturity of more than 1 year &gt; 60 percent</li> <li>• Corporate debt instruments with a maturity of more than 1 year &lt; 40 percent</li> <li>• Equity<sup>5</sup> &lt; 10 percent</li> <li>• Mutual fund with risk level 1</li> </ul>
From 15-21	<p><b><u>Moderate to low risk type</u></b> which means you are an investor who can take a low risk, focusing on protecting invested money, and expecting for a regular income from investment</p>	<ul style="list-style-type: none"> <li>• Bank deposit and short term debt instruments &lt; 30 percent</li> <li>• Government debt instruments with a maturity of more than 1 year and corporate debt instruments with a maturity of more than 1 year &lt; 60 percent</li> <li>• Equity<sup>1</sup> &lt; 20 percent</li> <li>• Derivatives<sup>6</sup> &lt; 10 percent</li> <li>• Mutual fund with risk level 1-4</li> </ul>
From 22-29	<p><b><u>Moderate to high risk type</u></b> which means that you can accept the lower cost of investment from time to time</p>	<ul style="list-style-type: none"> <li>• Bank deposit and short term debt instruments &lt; 10 percent</li> <li>• Government debt instruments with a maturity of more than 1 year and Corporate debt instruments with a maturity of more than 1 year &lt; 50 percent</li> <li>• Equity<sup>1</sup> &lt; 40 percent</li> <li>• Derivatives<sup>2</sup> &lt; 20 percent</li> <li>• Mutual fund with risk level 1-5</li> </ul>
From 30-36	<p><b><u>High risk type</u></b> which means that you can accept a high risk and the fluctuation of the market, and can accept the losses by expecting the growth in invested money and the long-term return</p>	<ul style="list-style-type: none"> <li>• Bank deposit and short term debt instruments &lt; 15 percent</li> <li>• Government debt instruments with a maturity of more than 1 year and corporate debt instruments with a maturity of more than 1 year &lt; 40 percent</li> <li>• Equity<sup>1</sup> &lt; 50 percent</li> <li>• Derivatives<sup>2</sup> &lt; 30 percent</li> <li>• Mutual fund with risk level 1-7</li> </ul>
Above 37	<p><b><u>Substantially high risk type</u></b> which means that you need to receive an opportunity to gain a high return despite the high risk, and can accept the losses at the reasonable high level</p>	<ul style="list-style-type: none"> <li>• Bank deposit and short term debt instruments &lt; 5 percent</li> <li>• Government debt instruments with a maturity of more than 1 year and Corporate debt instruments with a maturity of more than 1 year &lt; 30 percent</li> <li>• Equity<sup>1</sup> &gt; 50 percent</li> <li>• Derivatives<sup>2</sup> &lt; 40 percent</li> <li>• Mutual fund with risk level 1-8</li> </ul>

<sup>5</sup> Equity means stocks listed on the SET and foreign stock exchange.

<sup>6</sup> Derivatives means commodity, futures and options.



## Disclaimer

- The objective of Customer Risk Profile is to assess the Customer's risk appetite based on information provided by the Customer, to inform the Customer of the assessment result, and to provide basic asset allocation to the Customer.
- Investment contains risks. Prior to making an investment, the Customer is advised to study relevant information carefully, such as financial status, investment objective, or seek advice from the person who qualified to provide advice.
- The Customer agrees to provide information to the officer of the Company for the purpose of conducting an assessment of the Customer's risk appetite and the Customer acknowledges that Customer Risk Profile is used for the benefit of acknowledging his/her risk appetite and basic asset allocation.
- The Customer certifies that the provided information is correct and complete in which it will not cause any persons to misunderstand substantial matters.
- The Customer's risk appetite is assessed from the information provided by the Customer. The Company does not represent and warrant the accuracy, integrity, or reliability of information provided by the Customer and the assessment result.
- When the officer of the Company completes the risk appetite assessment and informs the assessment result to the Customers, it is deemed that the Customer acknowledges the assessment result (which is assessed by the information provided by the Customer), the risk appetite, and basic asset allocation. .
- The Customer should carefully and thoroughly study the information in relation to investment (including prospectus, the disclaimers concerning the investment and investment risks, and should seek the advices related to investment from the competent persons). The Customer should also study the risk appetite assessment result and basic asset allocation prior to making decision to invest in securities, derivatives, and other instruments or investments that is suitable for the Customer. Given that, the information concerning investment or instruments received from the agent of the Company (if any) constitutes only information assisting the Customer in making decision to invest.
- Decision making on investment depends on the Customer's decision, which may not conform to the assessment result or the risk appetite and basic asset allocation under this Customer Risk Profile. In addition, the Customer agrees to accept the risks derived from investment. In case that the Customer's investment is in the higher level than the risk appetite in the assessment result, it shall be deemed that the Customer agrees to accept the risks arising from such investment. Moreover, the Customer accepts that the investment may be not in line with the assessment result, may be uncertain, and can deviate from the assessment result.
- In case the Customer requests for information in relation to investment, the company as the broker / agent will provide such information to the Customer to assist the customer's decision-making.
- The Company, its directors, managements, employees and officers are not liable for any losses and damages arising from the Customer's investment.
- The Company reserves its right to amend, modify or change the Customer Risk Profile form, the assessment result, basic asset allocation and other related information without prior notice. The Customer Risk Profile form and related information are required for investors in Thailand. The Customer has read the above disclaimers and other related information, and understood and agreed with the disclaimers and relevant terms and conditions.



This agreement is made on the date of ...../...../..... at Kasikorn Securities Public Limited Company by and between Kasikorn Securities Public Limited Company (hereinafter referred to as the “**Company**”) of the one part, and ..... (hereinafter referred to as the “**Customer**”) of the other part.

Whereas the Customer is desirous to appoint the Company to act as the Customer’s broker and agent for the trading of Securities,

Now, therefore, the parties hereby agree as follows:

## Clause 1. Definitions

In this Agreement and other related documents, unless the context otherwise expressly defined, the following words and expressions shall have the following meanings:

“ <b>Securities</b> ”	also includes shares, debentures, units which are instruments or evidence indicating entitlements in asset of mutual fund, warrants to purchase shares, warrants to purchase debentures, warrant to purchase units, bills, governmental bills, bonds or other instruments as specified by the Office of the Securities and Exchange Commission, including agreement, other type of instrument, and benefits and/or entitlements arising from such security.
“ <b>Securities Exchange</b> ”	means the Stock Exchange of Thailand, and/or any securities trading center, and/or the Future and Options Center and/or any other type of center for trading securities as secondary market.
“ <b>Securities Depository Center</b> ”	means any person, juristic person or entity being a center for providing services of taking deposit of Securities and allowing such Securities to be withdrawn, including any other related services provided for settling or clearing Securities in an account.
“ <b>KBank Group</b> ”	means parent company, subsidiary company, and associated company pursuant to the Notifications of the Securities and Exchange Commission Re: Rules, Conditions, and Methods of Disclosing Information in relation to Financial Position and Operating Performance of Issuer of Securities.
“ <b>Customer</b> ”	also includes any person expressly or implicitly assigned and authorized by the Customer to perform any acts and things hereunder on behalf of the Customer.
“ <b>Purchase</b> ”	also includes the subscription for purchase of Securities.
“ <b>Advance</b> ”	means money paid by the Company for purchase or subscription of securities and fees or any expenses arising from sale and/or purchase of securities by the Company on behalf of the Customer, including any expenses in connection with the repayment of debt obligations.





## Clause 2. Appointment of Agent and Broker for Trading of Securities

The Customer hereby appoints and authorizes the Company to act as the Customer's agent and broker for the trading of the Securities both in and outside the Securities Exchange on behalf of the Customer under the Company's account opened by the Customer, through any system organized by the Company or the Securities Exchange, whether existing on the date hereof or in the future. This Agreement shall be deemed as granting of authorization by the Customer to the Company for the Company's performance of obligations pursuant to this Agreement. In consideration therefor, the Customer agrees that it shall pay the Company fee and/or brokerage fee at the rate of fees prescribed by the Company, including any value added taxes, duties, fees, and any other related expenses (hereinafter referred to as the "**Brokerage Fees**"), subject to any change to the rates of Brokerage Fees made by the Company pursuant to conditions of the Securities Exchange and/or any other relevant agencies.

The authorization granted under the above paragraph shall include the power by the Company to act, possess, hold, transfer, accept the transfer, deliver, accept the delivery, make and accept payment, withdraw and deposit of the Securities or any other benefits relating to the Securities, on behalf of the Customer, notify the registrar of the securities to specify the Company or any person designated by the Company to hold the Securities on behalf of the Company, exercise any discretion to subscribe or any rights of the Customer under the Securities, pledge the Securities, bills or other assets of the Customer or execute assignment of rights to withdraw deposits from the Customer's account(s) as security for the Customer's obligations under this Agreement, including release of any pledge or security and the power to execute any juristic acts or any acts relevant and necessary for the completed performance of obligations under this Agreement. The Company shall have the power to appoint sub-appointee to perform any acts as specified under this Agreement. The Customer agrees that the Company may enter into any juristic act with the Customer, whether on behalf of the Company itself or another party.

## Clause 3. Trading of Securities

3.1 In placing order for purchasing or selling of any Securities in whatsoever quantity and price, the Customer shall place an order verbally or in writing or via telephone, facsimile or any other means generally acceptable for placing order for purchasing or selling of the Securities in the Securities Exchange for the purpose of ordering the sale or purchase of the Securities by the Company from time to time. The order made by the Customer through any of the foregoing means shall be valid and effective upon the receipt by the Company of such order without any doubts, and the Customer accepts all consequences arising as a result of such order as if such order was made by itself.

In case of cancellation of the order for purchase or sale of the Securities by the Customer, the Customer shall notify the Company immediately of such cancellation. Without affecting any acts made by the Company prior to the cancellation, the cancellation of the order for purchase or sale of the Securities shall become effective upon the Company confirming the cancellation of such order.

3.2 The parties agree and accept that the placing of order to purchase or sell the Securities is the placing of order to purchase or sell the Securities according to the name, category, type, quantity, and price of the Securities of which the Customer is desirous to sell or purchase only. Such placing of order is not the purchase from nor sale to any specific holder or purchaser, nor the Securities being of any specific characteristics. In this regards, the Company may accept from or deliver to the seller, the purchaser or the Customer, the same type and quantity of the Securities in replacement. The Customer agrees that the purchase or sale of the Securities pursuant to his order may be the purchase or sale with the Company itself.

The Customer agrees that the Company shall not be bound to accept or proceed according to the order for purchase or sale of the Securities placed by the Customer at all time. In this regard, the Company may not accept such order without having to give any reason to the Customer, and the Company shall not be liable to the Customer if it cannot execute the purchase or sale of the Securities, whether in whole or in part, in accordance with the order placed by the Customer.

3.3 In placing order for purchasing or selling of the Securities, the Company agrees that the Customer shall trade the Securities within the credit limit as determined by the Company. In this connection, the Company shall be entitled to change or amend such credit limit as the Company sees fit in which the Company shall notify to the Customer for each change or amendment.



- 3.4 In case that the Company deems it appropriate or the law, notification or rule of the Securities and Exchange Commission, the Securities Exchange or the relevant governmental authority prescribes that the securities company shall demand the Customer to provide asset as collateral for the trading of Securities by the Customer, the Customer agrees to provide asset as collateral upon the demand made by the Company in the value of not less than the rate and conditions regarding collateral requirements prescribed by the company.

The asset of which the Customer may provide as collateral pursuant to the foregoing paragraph include cash, listed securities for which the price had been paid or any other assets as prescribed by the Securities Exchange or the relevant agencies.

- 3.5 The Company shall have the right to deny performance of any act authorized or ordered by the Customer. For any of the following events, the Customer agrees not to demand for any damages or expenses from the Company:
- (1) The order for purchase or sale of the Securities for which the Company deems inappropriate or prohibited by the law or regulations of the Company or the relevant agencies;
  - (2) The order for purchase of the Securities which exceeds the credit limit of the Customer or the order for sale of the Securities which exceeds the quantity of the Securities held by the Customer;
  - (3) The performance which violates the law or regulations of the relevant agencies;
  - (4) The Company does not have the operating system or personnel to provide quality performance or such performance would cause more burden to the Company;
  - (5) The Customer does not comply with this Agreement or any other agreement made with the Company or any other causes as the Company deems appropriate.

#### **Clause 4. Payment of Purchasing Prices and Delivery of Securities**

- 4.1 In purchasing of the Securities, the Customer shall, at each time or several times of its order, pay the Company all of the purchasing prices therefor together with the Brokerage Fees within three (3) business days from the date of purchase of the Securities or on any other date or mean specified by the Securities Exchange or the Company. The calculation of the amount payable by the Customer shall be pursuant to the purchase list in the form prescribed by the Company and the Customer shall pay for the prices of the Securities via the methods specified by the Securities Exchange and the Company. In the event that such payment is made by cheque, the payment shall be deemed duly paid on the date the bank is able to collect such sum specified in the cheque.

**In the event that the Customer fails to make any payment pursuant to the foregoing paragraph, the Customer shall pay interest to the Company at the rate prescribed in Clause 8.4 below computing from the due date of payment until such payment shall have been made by the Customer in full. In addition, the Customer also agrees without any dispute that the Company shall be entitled to sell such Securities and entitlements thereon or any assets of the Customer within the possession or under the authority of the Company at any time as the Company deems appropriate, provided that the Company shall give a prior notice to the Customer. In this regards, the Customer shall be liable in full to the Company for damages, interests and expenses incurred from the sale and purchase, default and enforcement to sell such Securities or assets. In the event that the proceeds received from such sale be insufficient to cover all of the outstanding debt owed to the Company by the Customer, the Customer shall be liable in full for the remaining amount.**

- 4.2 The Company shall deliver the Securities to the Customer within four (4) business days following the date of purchase of the Securities or on any other date specified by the Securities Exchange or the Company. In the event that the Company transfers the Securities through the securities depository account set-up by the Securities Depository Center in order to deposit, withdraw or transfer the Securities for the Company or the Company holds the Securities assigned for purchase by the Customer, it shall be deemed that the Company has delivered the Securities to the Customer pursuant to the foregoing paragraph.



## Clause 5. Payment of Selling Prices and Delivery of Securities

5.1 If the Customer instructs the Company to sell the Securities:

- (1) Subject to paragraph 2 and paragraph 3 below, the Customer shall deliver to the Company the Securities to be sold by 12.00 p.m. on the business day following the date of sale of the Securities or on any other date specified by the Securities Exchange or the Company.

In the event that the Customer transfers the Securities through the securities depository account set-up by the Securities Depository Center for deposit, withdrawal or transfer of the Securities to the Company or the Customer has instructed the Company to deliver the Securities held by the Company to which the Customer is entitled to sell, it shall be deemed that the Customer has delivered the Securities to the Company pursuant to the foregoing paragraph.

In the event that the Customer has the holding of Securities with the Company (also includes the Securities of the Customer deposited by the Company with the Securities Depository Center), the Customer agrees that the Company may deliver such Securities held by the Company.

If the Customer fails to deliver the Securities to be sold to the Company within the time specified in the preceding paragraph, the Company shall be entitled to purchase the same type of Securities at the price which the Company deems appropriate, so that the Company shall be able to deliver the Securities. In this connection, the Customer shall be liable for the Advance, the Brokerage Fees, and damages incurred to the Company from the failure to deliver its Securities in full.

- (2) The Company shall pay the selling prices to the Customer within three (3) business days following the date of sale of the Securities. In the event that the Customer purchase and sell the Securities on the same day, the Company may set-off the purchasing prices with the selling prices for the Customer (Net Settlement) and pay the net price to the Customer on the third business day following the date of purchase and sale of the Securities or on any other date specified by the Securities Exchange or the Company.
- (3) The Company shall pay the selling prices to the Customer by issuing a cheque or bank draft, without requesting the withdrawal instruction from the Customer, on the third business day following the date of sale of the Securities or any other methods as prescribed by the Company. The Company is not liable for any loss and/or damage arising from the process and period of time for credit cheque and/or bank draft of the Customer for whatsoever reason.

5.2 **In event of the Customer orders the Company to sell Securities, if the Customer is still behind in payment of the Securities purchasing price, the Advance, the Brokerage Fees or any other money to the Company, the Customer shall make the payment for the Securities purchasing price, the Advance, the Brokerage Fees or any other money to the Company completely. Then the Company shall make the payment of the Securities sale price to the Customer. However, it is entirely upon the Company's discretion.**

The Company may to set-off the Customer's debt behind in payment to the Company with the Securities sale price which the Company has to pay to the Customer as mentioned in the first paragraph.

## Clause 6. The Trade of Securities via Internet Network System or Electronic System

In event of the Customers desires to utilize the trade of Securities via Internet Network or Electronic System Service, the Customer agrees to as follows;

- 6.1 The Customer guarantees that the Customer has knowledge and understanding the usage of the trade of Securities via Internet Network or Electronic System Service including the laws, decrees, rules, regulations, conditions and traditions regarding the trade of Securities as prescribed by the Securities Exchange, Stock Exchange Commission (hereinafter "SEC"), Clearing House and any other entities under the control of the public sector.
- 6.2 The Customer has good knowledge and understanding as to the risks of trading Securities including purchasing or selling Securities via Internet Network. As such regard, including all the risks incurring from (1) the computer system of the Customer, the Company, the Securities Exchange or any other related entities; or (2) the information loss during communication or transmission of information; or (3) the delay of delivery or acceptance of information; or (4) the fail of delivery or acceptance of information; or (5) technical failures; or





- (6) the information stolen for usage; or (7) the infection of virus in the Customer's system; or (8) any other damage incurring from *force majeure* or other incidents. The Customer admits that the Company being the broker for Securities trading via Internet Network does not certify or guarantee that the Company can manage risk protection. The Company is not liable for any damage the Customer has received from the abovementioned incidents and the Customer shall not claim for any damages from the Company, unless such damage incurs from the Company's or the Company's employee's action or inaction whether willfully or negligently. If any of the abovementioned incidents incur from the Customer's action or inaction whether willfully or negligently and it causes damage to the Company, the Customer agrees to pay compensation to the Company.
- 6.3 The Customer admits that the Company has the right to determine the program and the computer system that will be used in the trade of Securities via Internet Network Service through the Company. The Customer also gives consent to the Company to change or adjust such program and computer system as the Company deems appropriate. The Customer guarantees that it will not use any other programs other than the Company's computer program which is connected to the Customer's computer device used for ordering trade of Securities. The Customer shall not allow any other person to connect its computer device to the Customer's computer device which would enable such person to record the Securities trading order to the Company's computer system. The Company is not liable for any damage that rises from such actions, in all cases.
- 6.4 The Customer has the right to ask for information or make transactions regarding the Securities in relation to the trade of Securities via the Company's Internet Network Service only with the Company's permission according to the date and time set by the Company. Moreover, the Customer has to use the Username, Password and Pin given by the Company. The Password and Pin may be changed by the Customer. However, the Customer agrees to be bound to use the service with the new Password and Pin in accordance with the terms and conditions of the Appointment of Agent and Broker for Trading of Securities Agreement, in all respects.
- 6.5 The Customer agrees that it shall keep its Username, Password, and Pin including the conducts of transactions via the Company's Securities trading system confidential. If any person uses the Customer's Username, Password, and Pin to access into information or to deliver the order for purchasing or selling, the Customer shall be responsible in any circumstances. If the Password or Pin has been lost, destroyed, or the Customer forgot the Password or Pin, the Customer shall notify the Company in writing so that the Company can immediately suspend the usage of the trade of Securities via Internet Network System service. In case of the Customer does not notify the Company, the Company shall not be responsible for any damage caused to the Customer. The Customer agrees to be responsible for such actions. If the Company is damaged from such actions, the Customer agrees to pay compensation to the Company for all incurred damage.
- 6.6 The Customer is well-aware that the trade of Securities via Internet Network System is merely a supplementary service of the Company for the Customer facilitation only. Therefore, if the Company's computer, electricity system or communication system fails, or any other circumstances including *force majeure* which causes the failure of such service and consequently the Customer may not use such service, the Customer may deliver orders for trading, ask information regarding the Securities or conduct any transactions in relation to Securities through the Company's employees or by any other means pursuant to the terms under the Appointment of Agent and Broker for Trading of Securities Agreement.
- 6.7 The Customer acknowledges the Stock Exchange of Thailand's rules and regulations regarding the entering of inappropriate trading orders. For example, Front-running order, order which intervenes the queue of and conceals another person's order., order which is entered and subsequently cancelled, Wash sale order, order which directs the price. The Customer certifies that it shall not record trading orders which are not inappropriate as mentioned. If the Company discovers the transmission of such inappropriate order(s) of the Customer or in the Customer's account, the Customer agrees that the Company shall suspend or cancel such order(s) including the trading service via internet network system or take any actions which the Company deems appropriate, and the Customer shall not oppose or claim from such actions.
- 6.8 The Company has the right to confirm the Customer's order via Internet Network System or Electronic System or by any other means the Company deems appropriate.
- 6.9 In events of the Customer does not act in accordance with the terms of this agreement (including circumstances when the Customer rejects the Company's proposal to amend the terms) or does not act in pursuant with the laws, decrees, rules, regulations, conditions and traditions regarding the trade of Securities including trading



Securities as prescribed by the Securities Exchange, Stock Exchange Commission (the “SEC”), Clearing House and any other entities under the control of the public sector, the Company may temporarily suspend or terminate the Customer’s usage of the trade of Securities via Internet Network or Electronic System Service, at any time, without any advance notice.

- 6.10 The Customer is well-aware of the condition of the information or news which are in the Company’s Internet Network System or Electronic System. The Company does not certify or guarantee the accuracy, completeness, sequence, time, trading price, capacity to trade or appropriateness of the information or news. The Company shall not be liable to the Customer for any damage incurring from using such information and news.
- 6.11 If the Customer intends to cancel the usage of the trade of Securities via Internet Network System Service, the Customer must notify the Company in writing for the Company to cancel such service. The Customer may notify such intention only if the Customer does not have any payment in behind towards the Company. Moreover, the Customer must notify the Company in advance not less than 15 days.

## Clause 7. Custody of the Customer’s assets

- 7.1 The Customer agrees that the Company has duties to supervise the Customer’s assets for the benefit of the maintenance, or for the trading or borrowing the securities, or securities of the trading or borrowing, or other benefits under the scope specified by the law.
- 7.2 The Customer acknowledges and well understands that in the cast of the Company has deposited the assets, in the category of bank deposit, to the commercial bank or other bank established by specific law or invested in the certificate of deposit of such bank which has the remaining period not less than 1 year. The said deposit or the investment money shall be protected by the Deposit Protection Fund or other organization which has duties to guarantee the deposits. However, in the cast that the Customer’s money is kept at the Company, such money shall not be protected by the Deposit Protection Fund or other organization which has duties to guarantee the deposits.
- 7.3 The Customer acknowledges and agrees that the withdrawal shall be made in written form specified by the Company and must notify to the Company in advance.
- 7.4 The Company may charge the fee deposit, withdrawal of the money or the Securities including the fee of the supervision of the Customer’s assets in compliance with the rate specified by the Company’s notification at the Company’s address. The Company shall be entitled to amend the fee rate, as it deems appropriate through, its notification.
- 7.5 The Company shall prepare and deliver the report prescribing the Customer’s assets at least within the period determined by the SEC.
- 7.6 The Customer agrees to authorize the Company to maintain the Securities, cash, and the Customer’s assets related hereto (the “Assets”). The Assets shall be segregated in the Company’s account book for the clear indication of the Customer’s Assets through to following operation which shall be deemed that the Assets are separated:
- (1) Money  
The Company shall segregate at the commercial bank or other bank established by specific law, or invest in the certificate of deposit of such bank which has the remaining period not less than 1 year, or invest other types under the SEC’s notification by clearly indicates in the deposit account or the certificate of deposit or such investment that it is operated by the Securities Company and for the Customer’s benefit.
  - (2) Securities
    - (a) The Company may segregate at the Securities Depository, the Bank of Thailand by clearly indicates that such securities are deposited by the Securities Company and for the Customer’s benefit.
    - (b) The Company may segregate and in the possession of its own and shall take action which is able to indicate the Securities scripts belong to the Customer without any doubts.
  - (3) Other assets  
The Company shall segregate in the type which is able to indicate that the assets belong to the Customer without any doubts.





- 7.7 In the event the fruits derived from any assets of the Customer under the Company has agreed, if the Customer is entitled to receive the fruits from the Company, the Customer agrees that the Company shall be entitled to deduct the fruits for the custody fee hereunder or other debts owing to the Company until the Company has fully repaid the fee or such debts without prior notice to the Customer. However, as for the remaining debt from such deduction, the Customer shall be responsible for the remaining debts in full.
- 7.8 **The Customer expressly gives consent to be bound that the Company may deposit the segregated assets of the Customer to the financial institution which is directly or indirectly in relation to the Company's parents, subsidiaries, and affiliates.**
- 7.9 In the event that the Customer's assets are loss or damaged by the Company's negligence to operate its duties, the Company agrees to be responsible for the Customer's assets in full amount.

## **Clause 8. Effectiveness of the Agreement**

- 8.1 **In the case of the enforcement of sell under Clause 4.1, the Customer gives consent to be bound for such Securities enforcement as though the sale of the Customer's order. In the event that the Company exercises its rights under the law or this Agreement to sell the Customer's Securities, although the sold price is below the market price on that time or the market price of such Securities increases after the sale, the Customer agrees not to claim any compensations or damages from the Company.**
- 8.2 In the case that the Customer does not oppose or object in written form regarding the contents in the reports within 7 days from the date prescribed in the report, it shall be deemed that the Customer has waived its claims and admitted the correction of such report.
- 8.3 In the case that Customer is in default of any debts hereunder or any parts hereof or becomes death or incompetent person or quasi-incompetent person, or bankrupt, or receiving order, or other cases that the Company deems appropriate to protect that benefit of the Company. The Customer accepts and agrees that the Company shall, whether in whole or in part, sell the Securities or assets or any Customer's rights which are in possession of the Company.
- 8.4 The Customer agrees to pay the fine and accrued interest hereunder to the Company in the highest rate as prescribed in accordance with the Company's notification which may be occasionally varied by the notification from the date of the Customer's default until the date that the Customer makes its payment completely.
- 8.5 **In the case that the Customer fails to act under any Clauses of this Agreement, the Company shall be entitled to execute any actions, which deems appropriate, through the Securities Exchange, or by auction or trading with any persons or the Company without prior notice to the Customer and notification or advertisement or any relevant actions thereto. In addition, the Customer agrees that the Company shall use the money from the sale of Securities or assets or any other rights or the Customer to pay the debt and all types of expenses which the Customer owns to the Company at both present and which may arise in the future irrespective of the due date of the debt to the Company. The Company shall be entitled to offset of any types of debts of the Customer as the Company deems appropriate. Moreover, the Customer gives consent to be bound to compensate every types of debt that are payable to the Company until such compensation have been fully made.**
- 8.6 The Customer agrees that the Company shall be a member of the Securities Depository Center as specified under Securities and Stock Exchange Act or other Acts and use the services of the Securities Depository Center in the part that relates to the Customer's Securities such as deposit, withdraw, transfer, accept the transfer, pledge, and withdraw the pledge of the Securities or the Securities script. In this regard, the Customer agrees that the Company shall conduct in compliance with every rules, conditions, procedure, and practice of such entity, in the case that the Company deems it appropriate, such as acceptance of the Company to disclose name, address, and other information relevant to the Customer to the Securities Depository Center. The Customer agrees that the Company may withdraw the Customer's Securities deposited at the Securities Depository Center or the Securities registrar by issuing Securities script and scripless. Such withdrawal shall be made in the name of the Customer or the Company. The Company may keep them for the Customer and which shall be deemed that this Agreement is a Power of Attorney authorizing the Company to operate and execute in any relevant documents thoroughly.



- 8.7 The Customer agrees not to claim, file a case, or take any actions to the Company in any damage which the Customer receives from the action, omission, or the actions of Securities Exchange or other person beyond the Company's supervision such as the damage derived from the delay of issuing Securities script.
- 8.8 **This Agreement shall be effective until the termination of either party. Both parties may terminate this Agreement by giving not less than 15 days prior written notice of termination. In this regard, such termination shall not affect the rights and duties of both parties arisen before the effectiveness of the termination.**
- 8.9 The ignorance or delay of the Company for the enforcement of any rights hereunder or one-time/partly exercising of rights shall not be deemed a waiver or deprive the rights of the Company to enforce any rights hereunder. Additionally, in the case that the Company has indulged to any implementations of the Customer hereunder or whenever omitted to exercise the rights to terminate the agreement, these shall be deemed that such indulgence or omission is merely for certain case.
- 8.10 Regardless of the rights that the Company has hereunder, the Company shall be entitled to claim from the Customer to be responsible for any damage and expenses, which the Company may receive from or relates to this Agreement, or relates to the actions or omission of the Customer or its representative, including the damage and expenses which the Company may receive from the claim or the accusation in which other person claims the Company to be liable under this Agreement which is not derived from the actions or omission or guilt of the Company.

## **Clause 9. Acceptance of Risk**

- 9.1 **The Customer understands and accepts that the trading in the Securities Exchange or other securities trading center has risks in the cause from the value. The returns from such trading may vary from the invested Security prices level, liquidity of the Securities, or the general circumstances of the investment which may fluctuate from unexpected event. Therefore, the Customer may not receive return of the money used for investment and the benefit in the same amount of the invested money.** In this regard, as per the derivatives warrant or other type of warrants which has date of expiry, the Customer is well aware that his/her shall not trade after such date of expiry. In addition, the Customer understands and accepts that this Clause may not mention all the risks from the trading in the Securities Exchange. Consequently, the Customer may subject to other risks which are not mentioned herein. Additionally, the acceptance of the broker for the trading of Securities does not guarantee that the Company is able to protect from all the derived risks. Hence, the Customer shall use due diligence for making a decision to trade Securities to comply with the return and risk level which are acceptable for the Customer and be responsible for the damage derived from the risks on his/her own.
- 9.2 the Company shall not be responsible for all loss or damage received by the Customer, if such loss or damage arises from fire hazard, storm, force majeure, strike, riot, protestation, war, nationalization, the errors related to the communication network system, or the delay derived from the communication network of the third person, or the Company's communication network, imposition of the restrictions or prohibition in both national and international, electric current fault, blackout, or other reasons that causes/ likely to cause such event, closing foreign market or national domestic market (including the Securities Exchange) or other markets, or other events which effects the Company's operation.
- 9.3 In the event that the Customer desires to pay or deliver the money in accordance herewith in foreign currency, the Customer agrees to use currency exchange comparing to Thai Baht rate in which sold by the Kasikorn Bank Public Company Limited to the people in general on the date that the Company exchanges such money for calculation. Moreover, the Customer admits any risks of the loss, or damage, or any expenses arisen from the exchange of one currency to another currency which may derive in the Customer's account. The Company is not liable for any loss and/or damage arising from the exchange rate may occurred for whatsoever reason.



## Clause 10. Other Conditions

- 10.1 Any letters to contact, notice, documents, or writings that will be delivered the Customer regardless of the registered postal, telegraph, or delivered by the Company's messenger, if they are delivered to the written address provided by the Customer to the Company or the permanent address or the Customer's office address, or via facsimile or E-mail on the number that provided by the Customer, it shall be deemed that it has been rightfully delivered without the consideration of the receiver. Even though it is failed to deliver to the Customer because the alteration of its address or the demolition without giving prior written notice to inform the Company or undiscovered address, this shall be deemed that the Customer has rightfully received and acknowledged any letters to contact, notice, documents, or writings of the Company on the date that the postman or the Company's messenger has delivered at such domicile or the date that the facsimile or the E-mail has been delivered. Furthermore, any informing or notifications under this Agreement are not obliged to do in written form. If the Company has verbally informed or notified or via telephone or by other approaches, it shall be deemed that such informing or notifications is rightful and the Customer has rightfully acknowledged.
- 10.2 The Customer admits that it understands and acknowledges of the law, notifications, rules, or regulations of the SEC, Securities Exchange, relevant agencies which supervises the Securities business, or the Company. In this regard, the Company shall strictly comply with the foregoing. In the event of the variation or addition of such law, notification, rules, or regulations after the execution hereof, the Customer admits that it understands and acknowledges of the said variation.
- 10.3 The Customer shall not transfer the rights or charges hereunder to other person.
- 10.4 The Company may transfer the rights, charges, or the Company's benefit hereunder to any person without prior consent of the Customer.
- 10.5 Both parties agrees that the statements and detail in the documents for opening a Securities Trading Account and other related documents or agreements including the appendix of this Agreement shall be part of this Agreement unless otherwise expressed herein. In the case that any content is found in conflict with the content hereunder, such content of this Agreement shall take precedence. In addition, in the case that the content in the documents deemed to be part hereof is in conflict with this Agreement or itself, the Customer shall comply with the Company's decision. The Customer agrees that the Company shall have its own discretion to amend the terms hereof. As such, the Company shall give not less than 15 days prior written notice of the effective date of the amendment to the Customer. In this regard, if the Customer does not deliver a letter opposing such amendment to the Company prior to the effective date of the amendment, the amendment which has been notified to the Customer shall be deemed that the Customer accepts.
- 10.6 In the event that any terms of this Agreement are found illegal, or unenforceable, or invalid, by the result of the rules, regulations, notifications of the Securities Exchange, or any law, both parties agree that the legality and enforceability of the remaining provisions shall fully continue in effect.
- 10.7 If the Customer wants a copy of this agreement, please let the Company knows. The Company will deliver a copy of this agreement to the Customer in a reasonable time.
- 10.8 This Agreement shall be governed by and construed in accordance with the laws of Thailand.

Both parties agree that any dispute in connection with this Agreement shall be referred to Thai court having jurisdiction over. In this regard, the Company shall be entitled to take a legal action against the Customer through any courts having jurisdiction over the Customer and its assets.

However, if any dispute shall arise between the Customer and the broker for trading of Securities, the Customer may file a petition to the SEC to have the dispute resolution by arbitration which is a measure to protect the rights of the investors in capital market.

The Customer has fully understood the terms of this Agreement and execute its signature with the Kasikorn Securities Public Company Limited.





## By Execution in this Agreement

- I have read and been instructed by the Company's officer.
- I certify and confirm that the aforementioned information and detail are true.
- I have understood and acknowledged of the law, related regulations, and the notification or rules of the SEC and the Stock Exchange of Thailand, Thailand Future Exchange Public Company Limited, Thailand Clearing House (Thailand) Company Limited, Thailand Securities Depository Company Limited, government sectors, or the Company.
- I am pleased to strictly conform with the regulations of the Company. In this regard, I agree that the Company shall supervise and disclose my information to the SEC, Stock Exchange, Future Exchange, Clearing House, and other agencies authorized by the law.
- I hereby certify that the information provided in this application is true in all respect and agree the terms under the Broker and Agent Appointment Agreement.

<b>The Customer</b>	<b>Investment Consultant</b>
✍️..... (.....) Date ...../...../.....	..... (.....) Date ...../...../.....
<b>Authorized Person</b> ..... Kasikorn Securities Public Company Limited Date ...../...../.....	

## Letter of Consent

BY VIRTUE OF THIS LETTER, I/we hereby authorize KASIKORN SECURITIES Public Company Limited to disclose my/our information to any of KASIKORNBANK FINANCIAL CONGLOMERATE, any of the Bank's assignees<sup>7</sup> for the purpose of offering me/us the news or special products/services and/or for any other purpose(s).

Sign ✍️.....Signature (.....) Authorizer
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<sup>7</sup> KASIKORNBANK FINANCIAL CONGLOMERATE, any of the Bank's assignees mean;  
 (1) KASIKORNBANK Public Company Limited (2) KASIKORN LEASING Company Limited (3) KASIKORN FACTORY AND EQUIPMENT Company Limited  
 (4) KASIKORN ASSET MANAGEMENT Company Limited (5) KASIKORN RESEARCH CENTER Company Limited (6) MUANG THAI BROKER Company Limited  
 (7) MUANG THAI LIFE ASSURANCE Public Company Limited (8) MUANG THAI INSURANCE Public Company Limited (9) PROGRESS MULTI INSURANCE  
 BROKER Company Limited (10) Other KASIKORNBANK FINANCIAL CONGLOMERATES to be established in the future

