



## Required documents for securities trading account consist of the following:

Application and Agreement	Cash Balance	Offshore
1. Application forms (consist of customer information, customer risk profile, Personal Data Management and Form for Declaration of Status as U.S. Person or Non-U.S. Person for Individual Customer)	✓*	✓*
2. Broker and agent appointment agreement	✓*	✓*
3. Addendum to the Agreement brokerage of foreign securities		✓
4. W-9 <u>or</u> W-8BEN	✓*	✓*
<b>Documents required for account opening (signed, certified true copy and specified “for opening account with Kasikorn Securities”)</b>		
1. An original passport	✓*	✓*
2. A copy of passport (1 copy)	✓*	✓*
3. A copy of name or surname change certificate ( <i>in case of name or surname in the documents does not match the passport</i> )	✓*	✓*
4. A copy of an additional document as follows: (1) Please provide either one of the following documents issued by the Thai government with the customer’s photo <ul style="list-style-type: none"> <li>▪ Work permit issued by the Thai government <u>or</u></li> <li>▪ Alien registration book <u>or</u></li> <li>▪ A copy of other document issued by the Thai government with the customer’s photo</li> </ul> (2) <u>In case the customer does not have the document specified in (1), please provide either one of the following documents issued by the Thai government :</u> <ul style="list-style-type: none"> <li>▪ Alien house registration (Tor.Ror.13) <u>or</u></li> <li>▪ Non-Immigrant Visa (such as marriage visa or retirement visa) <u>or</u></li> <li>▪ Receipt of 90-day notification for a foreigner issued by the immigration office <u>or</u></li> <li>▪ Other document issued by the Thai government</li> </ul>	✓*	✓*
5. Please provide either one of the following documents to identify your address in Thailand (The document must include at least the following information: a customer’s name-surname, same address as in the application form, the service provider name and must be as of the latest month); <ul style="list-style-type: none"> <li>▪ Electricity or water bill <u>or</u></li> <li>▪ Mobile invoice or receipt <u>or</u></li> <li>▪ Credit card statement <u>or</u></li> <li>▪ Bank statement</li> </ul>	✓*	✓*
6. A copy of the bank passbook (1 copy) for receiving dividends and withdrawal from an account	✓*	✓*
7. The customer may be requested to provide further additional documents ( <i>if any</i> )		
<b>If the Customer desires the authorized person, please further sign the following documents:</b>		
1. Power of Attorney	✓	✓
2. KYC document for the authorized person	✓	✓
3. A copy of national ID card (front only) (for Thai)/passport (for Foreigner) (signed and certified true copy)	✓	✓
4. Stamp duty THB 30 per authorized person	✓	✓

**Remark\*** If you apply for several types of trading accounts, you can submit only one set of application and required document.

### Additional suggestions

- Please provide the details in the application forms with the complete documents/evidence in relation to the account application for account opening consideration. In case the information or document is incomplete, the Company reserves the right to omit the account opening consideration.
- Please sign the same signature for all documents, both the application form and required documents.
- A copy of the bank passbook used for receiving dividends and withdrawal from a trading account must be the same account name as in the application form and it must not be a co-account.



Last updated May, 2020

KASIKORN SECURITIES PUBLIC COMPANY LIMITED (“the **Company**”) is a leading financial institution in Thailand that adheres to ethical business conducts and compliance with applicable legal framework. The Company is aware of your trust in the Company’s products and services and recognizes your need for security in transaction and the handling of your personal data.

For prioritizing your privacy and safeguarding your personal data, the Company, therefore, has set out policies, regulations and rules for the Company’s business providing strict measures in protecting your personal data so that you can be assured that your personal data entrusted to the Company will be processed to meet your needs and in accordance with the laws.

## 1. What is the purpose of this Policy?

This Policy is to inform you, as a data subject, to be aware of the purposes and details of the collection, usage and/or disclosure of your personal data as well as your legal rights in connection with personal data.

## 2. Which personal data that the Company collects, uses, and/or discloses?

**2.1 Personal Data** is data that can directly or indirectly identify you, i.e.

- 2.1.1 Personal data that you give directly to the Company, or available to the Company by your use of products and/or services, contact, visit, search via online channels, branches, website, KS Customer Service, assigned persons or other means.;
- 2.1.2 Personal data received or accessed by the Company from other sources not directly from you. For example, government entities, companies in KBank Financial Conglomerate, financial institutions, business partners and information service provider, etc. The Company will collect data from other sources only when your consent is given as consistent with laws unless where necessary for the Company as permissible under laws.

Your personal data that the Company collects, uses and/or disclose, including but not limited to:

- Personal information such as name, surname, age, date of birth, marital status, national identification number, passport number, education, phone records, picture, house registration and other identification information;
- Contact information such as home address, workplace, telephone number, E-mail, LINE account ID, fax number and other electronic communication ID;
- Financial information such as account number and account type, cash collateral, interests, assets, current assets, income and expenses, as well as payment details, service and product application details;
- Transaction information and the type of products (e.g. securities, derivatives) such as price and quantity, order number, broker number, trade information and balance, payment and transaction records relating to your assets, liabilities, taxes, profit-loss and investments, source of revenues and investments, margin balance, and margin loan record;
- Data related to devices or machines such as IP address, log, device ID, login log, search history, browsing details, and other technology on devices you use to access the platform;
- Other information such as username and password, PIN ID code for trading, interests and preferences, activities, investment objectives, investment knowledge and experience, risk profile (suitability test) and other information deemed personal data under the Personal Data Protection Laws

**2.2 Sensitive Data** is personal data that is specially categorized by law and will be collected, used and/or disclosed by the Company only when the Company has obtained explicit consent from you or where necessary for the Company as permissible under law. The Company may collect, use and/or disclose biometric identifiers (Biometrics), e.g., facial recognition, fingerprint recognition, retina recognition, voice recognition for the purpose of verifying and confirming identity of applicants for services and/or transaction via online channels, branches, website, KS Customer service or other channels, etc.

(Unless otherwise specified in this Policy, personal data and sensitive data about you above will be collectively called “**Personal Data**”)



### **3. What are the Company's purposes of collecting, using and/or disclosing your Personal data?**

The Company will collect your Personal Data for your benefits in using products and/or services; for performing legal obligations required by any law applicable to the Company or you; and for any purposes provided in this Policy, as follows;

#### **3.1 For your benefits in using the Company's products and/or services that meet your own purposes and for other purposes necessary under laws**

To allow you to use the Company's products and/or services that meet your purposes under your contract with the Company or to take steps at your request prior to using the Company's products and/or services or to comply with relevant or applicable law or to take necessary steps for the Company's legitimate interests or other individual or juristic person which are not overriding your reasonable expectations, for instance,

- to contact you prior to your entering into a contract with the Company;
- to take any steps in relation to the providing of any products and/or services, e.g. processing applications for account opening or requests for services or products, conducting identity verification and information checks, know-your-customer (KYC) and customer due diligence (CDD) processes, processing your transactions, carrying out your instructions or responding to your inquiries or feedback and resolving your complaint, generating your confirmation note, statement of outstanding, contact, notification, enforcing our legal or contractual rights, outsource, right and/or duty assignment, notification of debt payment or extension of products and/or services term, and debt collection;
- to provide services to you such as securities brokerage, investment advisory services, securities dealing, securities borrowing and lending, dealing of debt securities, securities underwriting, derivatives broker, derivatives dealing, derivatives advisor, mutual fund selling agent and dealing with all matters relating to the services;
- to provide investment products, giving advice and offering choices to you (including investment products of third parties) and dealing with all matters relating to the investment products;
- to comply with an order from a competent authority;
- to comply with Securities and Exchange law, Tax Law, Anti-money Laundering Law, Counter-Terrorism and Proliferation of Weapon of Mass Destruction Financing Law, Computer Law, Bankruptcy Law, and all applicable laws, including, regulations, rules, directives, orders, instructions and requests from any governmental or other authorities or regulators, such as Office of the Securities and Exchange Commission of Thailand, the Stock Exchange of Thailand, Thailand Securities Depository, Thailand Clearing House, , Anti-Money Laundering Office to which the Company is subject both in Thailand and in other countries;
- to record voice conversation or images from CCTV, to exchange ID cards before entering buildings;
- to maintain relationship with customers, e.g. complaint handling, satisfaction survey, customer service by the Company's staff, notification or offer on any products and/or services for your benefits;
- to manage risks, monitor, manage within organization;
- to anonymize your Personal Data (Anonymous Data);
- to prevent, respond, and minimize potential risks arising from corruption, cyber threat, debt default or contractual breach (e.g. bankruptcy related data), law violation (e.g. money laundering, terrorism and proliferation of weapon of mass destruction financing, offences related to property, life, body, liberty or fame); including sharing Personal Data to enhance work standards of affiliated companies/other companies in the same business in order to prevent, respond, and minimize the above risks;
- to collect, use and/or disclose the Personal Data of directors, representatives, agents of customers that are juristic person;
- to contact, voice or image recording during meetings, trainings, seminars or booth activities;
- to collect, use, and/or disclose the Personal Data of person under court's receivership order;





- to receive - dispatch parcels;
- to provide marketing communications, information, special offers and promotional activities about the products and services of the Company and the third parties;
- to develop new services and products and updating you on our services and products; and
- to carry out research, planning and statistical analysis, for example, on your investment limit and investment behavior, for the purpose of developing our services and products.

If the Company is required to collect, use and/or disclose your Personal Data to meet our legal obligations or enter into an agreement with you, the Company may not be able to provide (or continue to provide) our products and/or services to you if the Company cannot collect your Personal Data when requested.

### **3.2 To enable you to receive benefits from using products and/or services according to your given consent**

For you to receive offers, privileges, recommendations and other information including eligibility to attend special activities, regardless of being products and/or services, privileges, promotions, information or special activities of the Company, KBank Financial Conglomerate, or person of whom the Company is an agent, distributor, business partner or a third party associated with the Company, depending on your given consent.

## **4. To whom may the Company disclose your Personal Data?**

The Company may disclose your Personal Data to other person to the extent permissible under your consent or law. The persons or entities receiving such data will collect, use, and/or disclose the Personal Data to the extent permissible under your consent or related to this Policy.

The Company may disclose your Personal Data for various purposes, e.g. providing services to you; analyzing and developing products and/or services, conducting research or analyzing statistical data; promoting sales and advertising by the Company; managing organization; preventing corruption; allowing the Company's supporting service providers; verifying customers' identity, etc.

The Company may disclose the data to other persons or entities. For example, KBank Financial Conglomerate, the Personal Data processors, external service providers, sub-contractors, financial institutions, auditors, credit rating companies, competent authority, any corporations or individuals under relationship or contract with Company; including executives, employees, staffs, contractors, the Company's advisor and of those person or entity who receive the data, etc.

In case of disclosing your Personal Data to other persons for the marketing purposes of the data receiver, e.g. sale promotions, advertisements or products and/or services offers for you, etc., the Company will notify you of a list of the data receivers to take into consideration when making a decision to give consent.

## **5. Can the Company send or transfer your Personal Data to other countries?**

When it is necessary, the Company may send or transfer your Personal Data to affiliated companies/companies in the same business located in other countries or to other receivers in ordinary course of the Company's business, e.g. sending or transferring the Personal Data to be stored on server/cloud in other countries.

If the receiving countries do not maintain adequate standard levels, the Company will ensure that the sending and the transferring are in compliance with legal requirements and will put in place the Personal Data protection measures as necessary, appropriate and in consistent with confidentiality measures. For example, entering into confidentiality agreement with receivers in such country; or in case of affiliated companies/companies in the same business being the receivers, setting out the Personal Data policy that is audited and certified by competent authorities under relevant law and controlling the sending and transferring to comply with such policy instead of legal requirements.

## **6. How long does the Company retain your Personal Data?**

The Company will retain your Personal Data for as long as necessary during the period you are a customer or under relationship with the Company, or for as long as necessary in connection with the purposes set out in this Policy, unless law requires or permits longer retention period. For example, retention pursuant to Anti-money Laundering Law, retention for proving and examining in the event of dispute within legal prescription period of not over 10 years, etc.

The Company may erase, destroy, or anonymize the Personal Data when it is no longer necessary or when the period lapses.



## **7. How does the Company protect your Personal Data?**

For retention of your Personal Data, the Company implements technical measures and organizational measures to ensure appropriate security in the Personal Data processing and preventing Personal Data breach. The Company has set out policies, rules and regulations on Personal Data protection, e.g. security standards of information technology and measures to prevent data receivers from using or disclosing the data outside the purposes or without authorization or unlawfully. The Company has amended the policy, rule and regulation as frequently as necessary and appropriate.

Moreover, the Company's executives, employees, staffs, contractors, agents, advisers and data receivers are obligated to keep the Personal Data in confidence pursuant to confidentiality measure provided by the Company.

## **8. Other important information about your Personal Data**

If you provide the Personal Data of any third party such as your spouse and children, ultimate beneficial owner, emergency contact to the Company, (e.g. their name, surname, E-mail, and telephone number), you should ensure that you have already notified and obtained consent from the third party.

## **9. What are your rights related to Personal Data?**

Your rights described here are legal rights that you should be informed. You may exercise any of these rights within legal requirements and policies at the present or as amended in the future as well as regulation set out by the Company. In case you are under 20 years old or your legal contractual capacity is restricted, your father and mother, guardian or representative may request to exercise the rights on your behalf.

**9.1 Right to withdraw consent:** If you have given consent to the Company to collect, use and/or disclose your Personal Data (whether before or after the effective date of the Personal Data Protection law), you have the right to withdraw such consent at any time throughout the period your Personal Data available to the Company, unless it is restricted by laws or you are still under beneficial contract.

Withdrawal of your consent may affect your use of products and/or services. For example, you may not receive privileges, promotions or new offers, products and/or services that are enhanced and consistent with your needs, or not receive beneficial information, etc. For your benefits, you are advised to learn and ask for consequences before withdrawing your consent.

**9.2 Right of access:** You have the right to access your Personal Data that is under the Company's responsibility; to request the Company to make a copy of such data for you; and to request the Company to reveal as to how to Company obtain your Personal Data.

**9.3 Right to data portability:** You have the right to obtain your Personal Data if the Company organizes such Personal Data in automatic machine-readable or usable format and can be processed or disclosed by automatic means; to request the Company to send or transfer the Personal Data in such format directly to other data controllers if doable by automatic means; and to request to obtain the Personal Data in such format sent or transferred by the Company directly to other data controller unless not technically feasible.

Your Personal Data above must be under your consent given to the Company to collect, use, and/or disclose; or those the Company deems necessary to collect, use and/or disclose to allow you to use products and/or services that meet your need under your contract with the Company; or to take steps at your requests before using products and/or services; or as legally required by competent authority.

**9.4 Right to object:** You have the right to object to collection, use and/or disclosure of your Personal Data at any time if such doing is conducted for legitimate interests of the Company, corporation or individual which is within your reasonable expectation; or for carrying out public tasks. If you request to object, the Company will continue collecting, using and/or disclosing your Personal Data only when the Company can establish a legal basis that doing so is more important than your fundamental rights; or to affirm legal rights; to comply with laws; or to defend a legal proceedings, depending on a case by case basis.

In addition, you have the right to object to collection, use and/or disclosure of your Personal Data carried out for purposes related to marketing, scientific, historical or statistical research.



- 9.5 **Right to erasure:** You have the right to request the Company to erase, destroy or anonymize your Personal Data if you believe that the collection, use and/or disclosure of your Personal Data is against relevant laws; or retention of the data by the Company is no longer necessary in connection with related purposes under this Policy; or when you request to withdraw your consent or to object to the processing as earlier described.
- 9.6 **Right to restriction of processing:** You have the right to request the Company to suspend processing your Personal Data during the period where the Company examines your rectification or objection request; or when it is no longer necessary and the Company must erase or destroy your Personal Data pursuant to relevant laws but you instead request the Company to suspend the processing.
- 9.7 **Right to rectification:** You have the right to rectify your Personal Data to be updated, complete and not misleading.
- 9.8 **Right to complaint:** You have right to complain to competent authorities pursuant to relevant laws if you believe that the collection, use and/or disclosure of your Personal Data is violating or not in compliance with relevant laws.
- 9.9 The exercise of rights above may be restricted under relevant laws and it may be necessary for the Company to deny or not be able to carry out your requests, e.g. to comply with laws or court orders, public tasks, your request in breach of rights or freedom of other persons, etc. If the Company denies the request, the Company will inform you of the reason.

#### **10. How can you contact the Company and the Data Protection Officer?**

If you have any suggestions or inquiries regarding collection, usage and/or disclosure of your Personal Data as well as a request to exercise your rights under this Policy, you may contact the Company and/or the Data Protection Officer via the following channel:

- KS Customer Service: Tel +66 2796 0011
- Data Protection Officer: E-mail [KS\\_DataProtectionOfficer@kasikornsecurities.com](mailto:KS_DataProtectionOfficer@kasikornsecurities.com)

Address: Kasikorn Securities Public Company Limited, 400/22 KASIKORNBANK Building, 1<sup>st</sup>, 3<sup>rd</sup>, 11<sup>th</sup> and 19<sup>th</sup> Floor, Phahon Yothin Road, Samsennai Sub-District, Phayathai District, Bangkok, 10400.











#### 4. Financial information

##### Monthly Income (Baht)

- < 8,000                       8,001 – 15,000                       15,001 – 30,000                       30,001 – 50,000  
 50,001 – 100,000                       100,001 – 500,000                       500,001 – 1,000,000                       1,000,001 – 4,000,000  
 4,000,001 – 10,000,000                       >10,000,000

##### Source of income (You can select more than 1 item)

- Salary       Inheritance       Savings       Investment       Retirement Fund       Own Business  
 Other (Please specify) .....

Country's Source of income/Investment Fund  Thailand  Other countries (Please specify) .....

#### 5. Marital status

Marital status  Single       Married (Please provide spouse information)

Spouse's Name (Thai) .....

Spouse's Name (English) .....

#### 6. Bank account for e-Dividend service and withdrawal from investment account<sup>4</sup>

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

#### 7. Self-identification data

Are you a political exposed person<sup>5</sup> or family member<sup>6</sup> or close associate<sup>7</sup> of political persons?

- Yes (Please specify political position) .....  No

I hereby certify that I am the ultimate beneficial owner<sup>8</sup> from trading of securities through the securities trading account

- Yes       No (Please specify the ultimate beneficial owner<sup>8</sup>)

Mr.  Mrs.  Miss  Other .....

Name-Surname .....

Relationship with the account's owner  Spouse       Family       Friend       Children

Other (Please specify).....

<sup>4</sup> Bank account for e-dividend service and withdrawal from the investment account, a securities holder must be the same person as the bank account owner.

<sup>5</sup> **Politically exposed person ("PEP")** means an individual who is or has been entrusted with prominent public function in Thailand or a foreign country; such as, a Head of State or Government, a minister, a senior official in the government or Court or independent organization or prosecutorial organization or the military, a senior executive of a state enterprise or other government agencies, an important political party official, a person who is or has been entrusted with prominent function in an international organization and person holding an equivalent position. This shall be prescribed in a Notification issued by the Secretary-General and approved by the Board.

<sup>6</sup> **Family member** means (1) father, mother, child(ren), adopter or adopted child of a PEP; (2) biological siblings or stepbrothers/sister of a PEP; (3) spouse or a de facto partner of a PEP or person as (1) or (2)

<sup>7</sup> **Close associate** means (1) an individual who controls or manages assets or other benefit of a PEP; (2) an individual who has close relationship due to establishment or continuing business relationship with a PEP

<sup>8</sup> **Ultimate beneficial 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.



## 1. Please indicate your age

- (1) 60 years old or older (2) 45 – 59 years (3) 35 - 44 years (4) Under 35 years

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

- (1) More than 75% of total income (2) Between 50 and 75% of total income  
(3) 25% to less than 50% of total income (4) Less than 25% of total income

## 3. What is your current financial status?

- (1) Less assets than liabilities (2) Assets equal to liabilities  
(3) More assets than liabilities (4) Have financial freedom for retirement life

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

- (1) Bank Deposit (2) Government Bond or Government Bond Funds  
(3) Debentures or Mutual Funds (4) Common Stocks or Mutual Funds or other high-risk assets

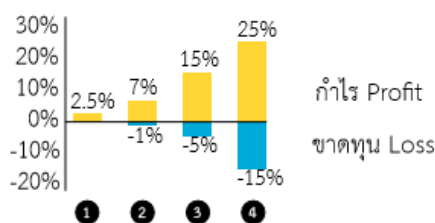
## 5. What is your investment period target?

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

## 6. What is your risk tolerance?

- (1) Focus on opportunity in preserving original investment safely and receiving small consistent return  
(2) Focus on opportunity in receiving consistent return but may take risk of losing some original investment  
(3) Focus on opportunity in receiving higher return but may take risk of losing more original investment  
(4) Focus on the highest long-term return but may take risk of losing most of the original investment

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



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

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

- (1) Worried, and afraid of loss  
(2) Uneasy but somehow understand  
(3) Understand and accept the fluctuation  
(4) Not concerned about the large potential loss and expect that the return may increased

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

- (1) 5% or less (2) More than 5% - 10% (3) More than 10% - 20% (4) More than 20%

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

- (1) Panic and want to sell the remaining investment  
(2) Worried and will change some investment into less risky assets  
(3) Continue holding the investment and wait until the investment rebounds  
(4) Remain confident since it is long-term investment and will invest more to average cost

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

### Apply only to investment in derivatives and structure note

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

- (A) No (B) Yes

### Apply only to offshore investment

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

- (A) No (B) Yes



## Assessment Result

Total scores<sup>9</sup>  points

Points	Types of Investor	Suitable Types of Financial Instruments
Below 15	<p><b><u>Level 1: Low-risk type</u></b></p> <p>which means you need slightly more returns than those gained from depositing money in a bank, need no risks and intend to invest in a short term</p>	<ul style="list-style-type: none"> <li>▪ Bank deposit &gt; 60 %</li> <li>▪ Government debt instruments &lt; 60 %</li> <li>▪ Plain corporate debt instruments with maturity date not over 1 year and long-term rating equal AAA &lt; 40 %</li> <li>▪ Equity<sup>10</sup> &lt; 10 %</li> <li>▪ Mutual fund with risk level 1</li> </ul>
From 15-21	<p><b><u>Level 2: Moderate to low-risk type</u></b></p> <p>which means you are an investor who can take a low risk, focusing on protecting invested money, and expecting a regular income from investment</p>	<ul style="list-style-type: none"> <li>▪ Bank deposit &lt; 30 %</li> <li>▪ Government debt instruments &lt; 30 %</li> <li>▪ Plain corporate debt instruments with long-term rating equal or more than A &lt; 60 %</li> <li>▪ Plain corporate debt instruments with maturity date not over 1 year and long-term rating equal BBB &lt; 50 %</li> <li>▪ Equity<sup>10</sup> &lt; 20 %</li> <li>▪ Derivatives<sup>11</sup> &lt; 10 %</li> <li>▪ Mutual fund with risk level 1-4</li> <li>▪ Structure Notes with 100% principal protected and rating equal AAA</li> </ul>
From 22-29	<p><b><u>Level 3: Moderate to high-risk type</u></b></p> <p>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 &lt; 10 %</li> <li>▪ Government debt instruments &lt; 15 %</li> <li>▪ Plain corporate debt instruments with long-term rating equal or more than BBB &lt; 50 %</li> <li>▪ Equity<sup>10</sup> &lt; 40 %</li> <li>▪ Derivatives<sup>11</sup> &lt; 20 %</li> <li>▪ Mutual fund with risk level 1-5</li> <li>▪ Structure Notes with 100% principal protected and rating equal or more than AA</li> <li>▪ Structure Notes with principal protected less than 100% and rating equal AAA</li> </ul>
From 30-36	<p><b><u>Level 4: High-risk type</u></b></p> <p>which means that you can accept the 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 &lt; 15 %</li> <li>▪ Government debt instruments &lt; 10 %</li> <li>▪ Plain corporate debt instruments with long-term rating equal or more than BBB &lt; 40 %</li> <li>▪ Plain corporate debt instruments with long-term rating equal BB &lt; 40 %</li> <li>▪ Equity<sup>10</sup> &lt; 50 %</li> <li>▪ Derivatives<sup>11</sup> &lt; 30 %</li> <li>▪ Mutual fund with risk level 1-7</li> <li>▪ Structure Notes with 100% principal protected and rating equal BBB or more</li> <li>▪ Structure Notes with principal protected less than 100% and rating equal A or more</li> <li>▪ Investment Grade: Perpetual Bond/ Basel III/ Insurance capital bond/Hybrid Bond</li> </ul>

<sup>9</sup> Risk assessment method: sum up total scores from question 1-10 (i.e. choice (1) = 1 point, choice (2) = 2 points and so on). For question 4, if the answer is multiple, please select the answer with the highest score to calculate. Total scores will be shown in the risk appetite assessment result.

<sup>10</sup> Equity means stocks listed on the SET and foreign stock exchange.

<sup>11</sup> Derivatives means commodity, futures and options.





Points	Types of Investor	Suitable Types of Financial Instruments
From 37 or more	<p><b><u>Level 5: 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 &lt; 5 %</li> <li>▪ Government debt instruments &lt; 5 %</li> <li>▪ Plain corporate debt instruments with long-term rating equal C or more /Non-investment grade &lt; 30 %</li> <li>▪ Equity<sup>10</sup>&gt; 50 %</li> <li>▪ Derivatives<sup>11</sup>&lt; 40 %</li> <li>▪ Mutual fund with risk level 1-8+</li> <li>▪ Structure Notes with principal protected less than or equal 100% and rating equal BBB or more/Non-investment grade/Unrated</li> <li>▪ Investment grade/Non-investment grade: Perpetual Bond/ Basel III/ Insurance capital bond/hybrid Bond</li> </ul>





## Disclaimer

- The objective of the 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 advice to the Customer. Asset allocation provided herein is merely an example of an initial asset allocation according to risk assessment result.
- 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 Investment Consultancy.
- The Customer agrees to provide information to the Company and/or 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 Company and/or the officer of the Company completes the risk appetite assessment and informs the assessment result and basic asset allocation 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 prospectus and the information in relation to investment (including the investment disclaimers, investment risks, and should seek advice related to investment from competent persons). The Customer should also study the risk appetite assessment result and basic asset allocation prior to making a decision to invest in securities, derivatives, and other instruments or investments that are 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 a 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 the Customer's investment is at a 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 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, management, 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 as 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, the Market for Alternative Investment (mai), the Future and Options Center, any securities trading center, and/or 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>Thailand Clearing House</b> ”	means the Thailand Clearing House Co., Ltd. and/or the person authorized to act as a clearing house according to securities law.
“ <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.
“ <b>The SEC</b> ”	means the Securities and Exchange Commission.

## 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 thereof, 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.

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 may violate 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 excessive 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 the time specified by the notifications of the Securities Exchange or Thailand Clearing House or any relevant agencies. 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. It shall be deemed that the Customer has paid the prices of the Securities without having to issue any further evidence. 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 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 is not obliged to give 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.**

- 1.2 The Company shall deliver the Securities to the Customer within the time specified by the notifications of the Securities Exchange or Thailand Clearing House or any relevant agencies. Such time may be changed from time to time and the Customer agrees to such time changes.

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 Customer 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 the time specified by the notifications of the Securities Exchange or Thailand Clearing House or any relevant agencies. Such time may be changed from time to time and the Customer agrees to such time changes. In the event that the Customer purchases and sells 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 within the time specified by the notifications of the Securities Exchange or Thailand Clearing House or any relevant agencies. Such time may be changed from time to time and the Customer agrees to such time changes.
- (3) The Company shall pay the selling prices to the Customer through ATS, transfer to the Customer's cash balance account, account payee cheque, transfer to commercial bank saving account opened by the Company for the Customer, transfer to the Customer's credit balance account or any other methods as prescribed by the Securities Exchange, any relevant agencies or the Company.

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, without prior notice, 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 Customer 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 good 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"), Thailand 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 failure 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"), Thailand 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 breach any parts hereof or becomes death or incompetent person or quasi-incompetent person, or bankrupt, or under court's receivership 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 immediately, whether in whole or in part, sell the Securities or assets or any Customer's rights which are in possession of the Company or buy the Securities, whether in whole or in part, to compensate the Company regarding the securities which the Customer instructed the Company to sell but it has not yet delivered those securities to the Company. The Company is also entitled to close the Customer's account.
- 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 the 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 written notice or notify by any other methods specified by the Company not less than 7 days prior to termination. In this regard, such termination shall not affect the rights and duties of both parties arisen before the effectiveness of the termination. However, the Customer has the right to terminate this Agreement along with closing the account only in case that the Customer does not own any debt or obligation to the Company.**





**The Company has the right to immediately terminate this Agreement along with closing the Customer's account without prior notice in case that the Customer is in default of any debts hereunder, or breaches any parts thereof, or the Company acknowledges that the Customer has suspicious behavior or transaction with regards to Anti-Money Laundering Law, Counter-Terrorism and Proliferation of Weapon of Mass Destruction Financing Law, or the Customer has committed any offence under any of the Securities Law, either at present or any future amendment.**

- 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.

## **Clause 10 Consent to Collect, Use, Disclose Information**

The Customer agrees and consents to the Company to collect and use any of its personal data and/or information for the purpose of (i) providing services, (ii) fulfilling the request of the Applicant before providing the services, (iii) assigning to third parties in order to support the services, such as information technology, communications and collection, (iv) assignment of right and/or obligation and/or (v) solving complaint. The Customer further agrees and consents to the Company to disclose its information, whether in or outside the country, to outsourcing service providers, the Company's agents, the sub-contractors, co-branding alliances, prospective assignees, assignees and cloud computing service providers, and also agrees and consents to the aforementioned parties whom receiving information from the Company to collect, use and/or disclose such information for the same purposes. For more information, please see Privacy Policy: [www.kasikornsecurities.com/th/policy/privacy](http://www.kasikornsecurities.com/th/policy/privacy)

In the event that the Customer discloses another person's personal data to the Company for the aforementioned purposes, the Customer represents and warrants to the Company that the Customer has informed such person of the aforementioned Privacy Policy and has obtained consent (if required) or has a legal basis to lawfully disclose such person's personal data to the Company.



## Clause 11. Other Conditions

- 11.1 Any letters to contact, notice, documents, or writings that will be delivered the Customer regardless of the registered postal, 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.
- 11.2 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.
- 11.3 The Customer shall not transfer the rights or charges hereunder to other person.
- 11.4 The Company may transfer the rights, charges, or the Company's benefit hereunder to any person without prior consent of the Customer.
- 11.5 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 7 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.
- 11.6 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.
- 11.7 **The Customer may inform the Company in case it wants a copy of this agreement and the Company will deliver a copy of this agreement to the Customer within a reasonable time.**
- 11.8 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

1. I am the owner of the account and have authority in deciding to trade Securities unless the beneficial owner is another person, I will inform the Company.
2. I certify and confirm that the aforementioned information given in the application form is correct, complete, true and up-to-date. I acknowledge that the aforementioned information can affect the service herein or the advice I may receive from the Company.
3. I have understood, acknowledged and agreed to conform to the broker and agent appointment agreement, terms and conditions, the law, related regulations, and the notification or rules of the SEC and the Stock Exchange of Thailand, Thailand Securities Depository Company Limited, Thailand Clearing House, Association of Thai Securities Companies, related regulatory agencies and the Company's regulations and notifications including the amendment.
4. I agree that the Company shall supervise and disclose my information to the SEC, Stock Exchange, Thailand Clearing House, and other agencies authorized by the law.
5. I have read and understood the following documents:
  - Broker and agent appointment agreement
  - Disclaimer in Customer Risk Profile

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



Your personal data is essential to us, Kasikorn Securities Public Company Limited (“the Company”) will strictly assure your data confidentiality and security with our best effort.


You have a choice in giving consent without effect on product or service approval.

**Product Offering Consent**

To ensure that you receive special products or services offers, invitations to the Company exclusive events, personalized promotions & newsletters, you hereby agree and consent to the Company to collect, use, and disclose your data for the product offering purpose.

**Product Offering from KBank Financial Conglomerate<sup>12</sup> and Partners Consent**

To ensure that you receive special products or services personalized for you from KBank Financial Conglomerate<sup>12</sup> and partners, you hereby allow the Company to disclose your data to the above-mentioned companies for the product offering purpose.

Signed  ..... ( )	Date (D/M/Y) .....
---	--------------------

<sup>12</sup> Additional information of KBank Financial Conglomerate is available at [www.kasikornbank.com/financial-conglomerate](http://www.kasikornbank.com/financial-conglomerate), your data shall also be disclosed to Muang Thai Insurance Public Company Limited, a partner of KASIKORNBANK.

Additional data recipients: the Company will notify and request your consent prior to data disclosure. Unless the recipients are companies within KBank Financial Conglomerate, the Company will inform of those new recipients.



# Form for Declaration of Status as U.S. Person or Non-U.S. Person for Individual Customer



Name-Surname..... Account No. ....

## Part 1 Status of Customer

Please check the appropriate boxes corresponding to your status

<p><i>If you check 'Yes' in any one box, please complete Form W-9 and no further question is required.</i></p> <p>1. Are you a U.S. Citizen?</p> <p>2. Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)?</p> <p>3. Are you a U.S. resident for U.S. tax purposes?</p>	<b>W-9</b>	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><i>If you check 'Yes', please complete Form W-8BEN with a copy of Certificate of Loss of Nationality of the United States and no further question is required.</i></p> <p>4. Were you born in the U.S. (or U.S. Territory) <u>but</u> have legally surrendered U.S. Citizenship?</p>	<b>W-8BEN</b>	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Part 2 Confirmation and Change of Status

- You confirm that the above information is true, correct, accurate and complete.
- You acknowledge and agree that if you are a U.S. Person but the information provided on this form or Form W-9 is false, inaccurate or incomplete, KASIKORNBANK FINANCIAL CONGLOMERATE shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as KASIKORNBANK FINANCIAL CONGLOMERATE may deem appropriate.
- You agree to notify and provide relevant documents to KASIKORNBANK FINANCIAL CONGLOMERATE within 30 days after any change in circumstances that causes the information provided in this form to be incorrect.
- You acknowledge and agree that failure to comply with item 3 above, or provision of any false, inaccurate or incomplete information as to your status, shall entitle KASIKORNBANK FINANCIAL CONGLOMERATE to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as KASIKORNBANK FINANCIAL CONGLOMERATE may deem appropriate.

## Part 3 Authorization for information disclosure and account withholding

You hereby irrevocably authorize KASIKORNBANK FINANCIAL CONGLOMERATE to:

- disclose to the companies under KASIKORNBANK FINANCIAL CONGLOMERATE (for the benefit of FATCA compliance), domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS), your name, address, taxpayer identification number, account number, FATCA compliance status (compliant or recalcitrant), account balance or value, the payments made into or from the account, account statements, the amount of money, the type and value of financial products and/or other assets held with KASIKORNBANK FINANCIAL CONGLOMERATE, as well as the amount of revenue and income and any other information regarding the banking/business relationship which may be requested or required by the companies under KASIKORNBANK FINANCIAL CONGLOMERATE, domestic and/or foreign tax authorities, including the IRS; and
- withhold from your account and/or the income derived from or through KASIKORNBANK FINANCIAL CONGLOMERATE 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 KASIKORNBANK FINANCIAL CONGLOMERATE and such tax authorities.

If you fail to provide the information required to determine whether you are a U.S. person, or to provide the information required to be reported to KASIKORNBANK FINANCIAL CONGLOMERATE, or if you fail to provide a waiver of a law that would prevent reporting, KASIKORNBANK FINANCIAL CONGLOMERATE shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as KASIKORNBANK FINANCIAL CONGLOMERATE may deem appropriate.

**Remark:** For this purpose, "KASIKORNBANK FINANCIAL CONGLOMERATE" shall include any companies subject to FATCA which consist of (1) KASIKORNBANK PCL (2) KASIKORN ASSET MANAGEMENT CO.,LTD (3) KASIKORN SECURITIES PCL (4) Muang Thai Life Assurance PCL and other company which is to be established under KASIKORNBANK FINANCIAL CONGLOMERATE in the future.

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.

Signed ..... ( )	Date (D/M/Y) .....
---------------------	--------------------