



Required documents for securities trading account consist of the following:

Application and Agreement	Cash Balance	Global Invest
1. Application forms (consist of customer information, customer risk profile, Personal Data Management and FATCA/CRS Self-Certification Form)	✓*	✓*
2. Broker and agent appointment agreement	✓*	✓*
3. Addendum to the Agreement brokerage of foreign securities		✓
4. W-9 <u>or</u> W-8BEN	✓*	✓*
Documents required for account opening (signed, certified true copy and specified "for opening account with Kasikorn Securities")		
1. An original passport	✓*	✓*
2. A copy of passport (1 copy)	✓*	✓*
3. A copy of name or surname change certificate (in case of name or surname in the documents does not match the passport)	✓*	✓*
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 - Work permit issued by the Thai government <u>or</u> - Alien registration book <u>or</u> - A copy of other document issued by the Thai government with the customer's photo (2) 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 : - Alien house registration (Tor.Ror.13) <u>or</u> - Non-Immigrant Visa (such as marriage visa or retirement visa) <u>or</u> - Receipt of 90-day notification for a foreigner issued by the immigration office <u>or</u> - Other document issued by the Thai government	✓*	✓*
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); - Electricity or water bill <u>or</u> - Mobile invoice or receipt <u>or</u> - Credit card statement <u>or</u> - Bank statement	✓*	✓*
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 (if any)	✓	✓
If the Customer desires the authorized person, please further sign the following documents:		
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.

Personal Data Protection Policy of KASIKORN SECURITIES PUBLIC COMPANY LIMITED

Updated January 2022

KASIKORN SECURITIES PUBLIC COMPANY LIMITED (the “**Company**”) operates its business in adherence with ethical standards and respect for your privacy. The Company has always placed importance on personal data protection and security to ensure that your personal data obtained by the Company will be used in accordance with the objectives and in compliance with law. The Company has formulated this personal data protection policy (this “**Policy**”) to inform you, as a data subject, of the objectives and details for collection, use and/or disclosure of personal data, including your legal rights.

1. To whom will this Policy apply, and what are channels for personal data collection?

1.1 To whom will this Policy apply?

This Policy shall apply to you if you are classified as one or several types of the following persons.

Type of person under the Policy	Details and examples
1. Individual customer of the Company (“ Individual Customer ”)	The Company’s individual customer such as - person who is using or has used products and/or services - person who requests data on products and/or services - person who has knowledge of data on products and/or services via various channels - person who has been offered or persuaded by the Company/KBank to use products and/or services of the Company
2. Individual having involvement with a juristic person which is a customer of, or conducts transactions with The Company (“ Personnel of Juristic Person ”)	Individual having involvement with a juristic person which is a customer of, or conducts transactions with, The Company such as - shareholder - director - authorized person - agent or partner - employee, officer and/or assignee
3. Individual having involvement with transactions of the Company or the Company’s customers	Individual having involvement with transactions of the Company or the Company’s customers such as - contact person - employee, staff, officer, personnel - person in the family, friend, neighbor - person recommended or referred by the Company’s customers - investor, ultimate beneficial owner - trade partner, creditor, debtor, lessee, lessor - person who makes payment to or receives money to the Company’s customers - any other person of whom the Company may receive personal data from transaction conducted by customers - person who visits the Company’s website or application, or online social media account or uses services at the Company’s branch or head office - professional advisor - any other individuals of similar nature
4. General individual	General individual such as person with whom the Company has a relationship, interaction, contact in other ways, or who has provided personal data to the Company, or of whom the Company has received personal data, either directly or indirectly, regardless of any channel



1.2 Channel for collection of personal data

The Company may collect your personal data via the following channels:

- (1) The personal data that you give directly to or through the Company, or held by the Company by your use of products and/or services, contact, visit, joining activities, search via service channels and/or the Company's contact channels such as branch, head office, website, KS Customer Service, assigned person, application, online social media account of the Company, email, telephone, facsimile, postal mail, short message service (SMS) , questionnaire, name card, meeting, training, seminar, event, recreation, marketing promotion activity, contact or any other channel;
- (2) The personal data received or accessed by the Company from other sources, such as government agencies, other companies within the Company Financial Conglomerate, other banks or financial institutions, financial service providers and other service providers of the Company, business partners and service providers of business partners, companies that jointly issue products and/or services with the Company, the National Credit Bureau, information service providers, the Company's customers, individuals or juristic persons conducting a transaction with the Company (as you having involvement with such transactions as mentioned above), registrar, securities issuer, SET, SEC, Thailand Securities Depository Co., Ltd. (TSD), online social media, online platform of third party, public data sources (such as Government Gazette), a person having legal authority or legal right, any other person or agency with which the Company has a legal relationship, etc.

2. Which personal data does the Company collect, use, and/or disclose?

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

2.1.1 Individual means Individual Customer, individual having involvement with transactions of the Company or the Company's customers and general individual.

Type of data	Examples of data that the Company collects, uses and/or discloses
Personal information	▪ Title, first name, middle name, last name ▪ Gender, date of birth, age ▪ Marital status ▪ Photo ▪ Data of relationships (such as between the account owner and the receiver of securities, you and ultimate beneficiary owner) ▪ Nationality, country of residence ▪ Signature ▪ Data on the document issued by government agencies (such as copy of national ID card, copy of passport, copy of visa, copy of certificate of alien, copy of work permit, copy of government/state enterprise official, copy of house registration, copy of birth certificate, copy of name change, copy of marriage certificate, copy of divorce certificate, copy of death certificate, copy of driving license or documents used for identifying and confirming identity of the same characteristic), other KYC and CDD data, etc.
Contact information	▪ Address per important document, home address and address in the country of your nationality, workplace ▪ Telephone number, mobile phone number, facsimile, email ▪ Name or user name for contact via electronic communication or online social media (such as LINE ID) ▪ Evidence for having residence in Thailand (for foreign national)
Education and work information	▪ The highest education level ▪ Career and professional field ▪ Position, current years of work ▪ Work detail, type of business



Type of data	Examples of data that the Company collects, uses and/or discloses
Proprietorship data	Shareholding ratio and/or data on other documents for confirming business operation (such as commercial lease agreement)
Financial data and transaction	- Securities Trading Account Number, types of product (such as securities, derivatives) - Money placed as a collateral - Deposit account number, deposit amount, interest - Income data, source of income and expenses - Information on assets, current assets, balance - Information on salary certificate, salary slip/bonus or evidence showing other income, other banks' account statement - Tax ID number and data on personal tax payment - Data on application for channel, product and/or service - Type of account, deposit period, conditions for transactions - Information on KS Amazing Point, credit limit, borrowing data, debt amount, collateral data and documents showing ownership of collateral details and payment history - Investment data (such as details of securities subscription or reservation), investment knowledge and experience, data per customer risk profile or suitability test, trading securities data, price and volume of securities, trading information, value of securities, investment value, profit and loss, investment period) - Transaction history, transaction details and objectives for transaction, investment goal, data in transaction memo, transaction reference number, transaction channel - Application user name and password - PIN ID Code for securities trading - Other information to support the use of products/services (such as bill of exchange data, credit limit, interest rate, related currency, information to support credit balance application, Form for Declaration of Status as U. S. Person or Non-U.S. Person (FATCA))
Technical data, devices or equipment	- Data of application usage - IP address or MAC address - Cookies ID - Web beacon, Pixel Tag or Software Development Kit (SDK) - Device ID - Series and type of devices, network, connection data - Data on access, data on single sign-on (SSO) - Log - Data on login, access period, usage and usage period of application and website, search history, browsing data - Time zone and location data - Type and version of plug-in browser, operating system and platform including other technologies on your device used for accessing platform - Other technical data from usage on platform and operating system
Other information	- Record of communication or correspondence between you and the Company, details on investment transactions (such as securities trading execution, transfer and receive of assets), details on complaints or comments, preference and satisfaction, request for exercising rights, survey results, audio record, photos, video, audio clips, communication record via log/chat bot, photos or video from CCTV, data on court order/Government Gazette related to transactions of the Company's customers or related to the Company's compliance with laws (such as receivership order, order for appointment of administrator of an estate, order effecting a person to be incompetent or quasi-competent person, order for submission of documentary evidence or physical evidence) and any other data deemed personal data under the personal data protection law. - Data on registration for joining the Company's activities



2.1.2 Personnel of Juristic Person means individual having involvement with a juristic person which is a customer of, or conducts transactions with, the Company.

Type of data	Examples of data that the Company collects, uses and/or discloses
Personal information	- Title, first name, middle name, last name - Gender, date/month/year of birth, age - Marital status, signature - Data on documents issued by government agencies (such as copy of national ID card, copy of passport, copy of visa, copy of alien certificate, copy of work permit, copy of house registration or documents used for verifying and confirming identity of the same characteristics), other KYC and CDD data, etc.
Contact information	- Address per important document, current home address and address in the country of nationality, workplace - Telephone number, mobile phone number, facsimile number, email
Work information	- Career and professional field - Position, current years of work - Work detail, type of business
Information in documents supporting transaction	- Company certificate - List of shareholders - Power of Attorney - Commercial registration certificate
Other information	Information which has been collected, used and/or disclosed relating to relationship with the Company such as information given by a juristic person to the Company in a contract, details about complaints or comments, survey results., information on registration for joining the Company's activities

2.2 Sensitive Personal Data

“**Sensitive Personal Data**” means personal data which is specifically determined by law. The Company has no intention to collect Sensitive Personal Data from you.

In certain cases, however, the Company may need to collect Sensitive Personal Data from you for providing services or products to you, for example, religion (displayed on a copy of national ID card) or race (displayed on a copy of passport of some countries), biometric data (such as facial recognition data, fingerprint recognition data, electronic signature data which uses technology extracting specific behavior of such signing for identification and authentication of the person who writes such signature), data on criminal record, health data, data on disability, sexual behavior, etc. the Company shall collect, use and/or disclose the Sensitive Personal Data provided that the Company has been given explicit consent by you or permitted by law. This shall be undertaken on a case-by-case basis when the Company is required to collect Sensitive Personal Data from you. (Unless specifically stated otherwise, personal data and Sensitive Personal Data as earlier mentioned shall hereinafter be collectively referred to as “**Personal Data**”).

2.3 Personal Data of minors, incompetent or quasi-incompetent persons

The Company has no intention to collect, use and/or disclose Personal Data of minors, the incompetent or quasi-incompetent persons, unless consent from the guardian, the appointed guardian or the appointed curator (as the case may be) is given to the Company. If the Company discovers that the collection, use and/or disclosure of Personal Data of minors, the incompetent or quasi-incompetent persons is undertaken without consent from the guardian, the appointed guardian or the appointed curator (as the case may be), the Company shall delete or destroy such Personal Data, or collect, use and/or disclose such Personal Data only for the cases where the Company has other lawful bases that required no consent.



2.4 Personal Data of any other third party

If you provide Personal Data of any other third party who is a Personnel of Juristic Person and/or who has involvement with you to the Company such as shareholders, directors, authorized persons, family members, reference persons, trade partners, beneficiaries, administrator of an estate, emergency contact persons and/or any other person per document of your transaction, etc., please inform those persons of the details under this Policy and request their consent, if necessary, or apply other lawful bases to ensure that the Company can collect, use and/or disclose Personal Data of the aforementioned third party.

3. What are the objectives of collection, use and/or disclosure of your Personal Data?

The Company will collect, use and/or disclose your Personal Data only as necessary under the Company's legitimate objectives which include the collection, use and/or disclosure of Personal Data for compliance with the contract in which you are a contract party, for performance of duties as required by law, for legitimate interest, for operations according to your consent and/or for operations under other lawful bases. Objectives for collection, use and/or disclosure of Personal Data under this Policy are as follows.

Some of the following objectives may or may not apply to you. Please consider the objectives in accordance with your relationship with the Company on a case-by-case basis.

3.1 Objectives requiring consent

The Company shall collect, use and/or disclose your Personal Data based on consent for the following objectives.

3.1.1 Collection, use and/or disclosure of Sensitive Personal Data for which the Company cannot apply other lawful bases but must request explicit consent. Such objectives shall be:

- (1) Data on religion and race (such data collected from a copy of national ID card or passport of some countries which the Company needs to use as evidence of identification and authentication only.)
- (2) Biometric data for signing, identification and authentication, electronic know your customer service of the Company and for support of the Company's business partners
- (3) Health record data, disability data, criminal record, and sexual behavior which the Company shall collect, use and/or disclose only when necessary for the use of certain products and/or services of the Company only. Criminal record shall be used for examination and confiscation of related property

3.1.2 Marketing operations, submission of offers for products and/or services, privileges for attending activities held by the Company, other companies within KBank Financial Conglomerate, a person represented by the Company, selling agent, or business partners and/or other juristic persons including news, useful advice and appropriately selected promotions and launch of marketing strategies that require your consent in accordance with law.

The Company may request your consent directly or via other companies within KBank Financial Conglomerate, business partners and/or other juristic persons on a case-by-case basis.

3.2 Objectives requiring other lawful bases other than consent

The Company will collect, use and/or disclose your Personal Data based on other lawful bases as necessary under the Company's legitimate objectives, such as, for compliance with the contract in which you are a contract party or your request, for performance of duties as required by law, for the legitimate interest and/or for operations under other lawful bases for the following objectives:

3.2.1 Operations before entering into a contract with the Company such as giving consultation, advice and/or any other data related to products and/or services, analysis and assessment of customer demand, verification of qualification, verification of juristic person customer's status, check of data or document accuracy, identification and authentication, including know-your-customer (KYC) and customer due diligence (CDD) procedure, examination of Sanction List of competent authorities and/or government agencies which are generally disclosed as required by law, examination of receivership or insolvency, customer risk classification, and pre-filling of customer's personal information/contact information for facilitation in applying for products and/or services of the Company.



- 3.2.2 Any operation related to consideration of products and/or service provision such as communication, receipt/ delivery of documents or parcels, processing of request and operation per the application approval, establishment of credit limit, entering into a contract, agreement and/ or any other related juristic act, registration for use of products, services and/ or for participation in the Company's activities.
- 3.2.3 Delivery of products and/or services under the contract you have entered into with the Company such as
- Investment, deposit, withdrawal, transfer
 - Any operation related to the provision of products and/or services (such as opening of account, change in data, establishment of, use of or change in credit line or account update, payment of dividend and interest, return of money collateral,, acceptance of payments, amendment to securities brokerage agreement or other agreements having with the Company, account suspension, account balance check, conducting transaction report, operation related to relationship between credit limit in credit balance account for securities and derivative trading and collateral, operation related to collateral, KS Amazing point accumulation and redeeming accumulated points, reconciliation, change or increase in credit limit for securities and derivative trading, check of accumulated KS Amazing points, preparation of customer data documents used for customer's transaction (such as document certification))
 - Examination, confirmation and improvement of transactions (including transaction conducted via website and/ or the Company's application and/ or SET's application)
 - Provision of benefits and operation in accordance with customers' benefits
 - Customer relationship management, post transaction operation, customer facilitation and/ or management of complimentary gifts for customers
 - Provision of advice or risk management guidelines
 - Complaint management, solving problem, operation per customer request
 - Acceptance of payment or any asset
 - Monitoring compliance with conditions for use of products and/or services, termination of services.
- 3.2.4 Marketing operation which does not require your consent under the law such as
- Consideration of customer groups for sending them invitation to join activities or sales promotion as appropriate
 - Submission of the offering of products and/or services, privileges for attending activities, events or meeting held by the Company, including facilitation for joining activities (such as registration for event)
 - Offering of products, services and/ or privileges that you have requested or notification of your benefits
 - Offering of products and/ or services of the same type/ close to those of the Company or other companies within KBank Financial Conglomerate which you are using
 - Contact in case where you have dropped off the application for products and/ or services to facilitate you in case you wish to reapply for the products and/ or services of the same type with the Company, or offering other products and/ or services that you may have an interest in
 - Organization of sales promotional activities (such as provision of benefits and gifts).
- 3.2.5 Analysis, research and/ or conducting statistical data which does not require your consent under the law for development, improvement of products and/ or services within the Company such as
- Analysis, research, marketing research, conducting statistical data analysis of your financial data and/ or conducting report for the Company's internal use
 - Analysis, conducting model (such as credit scoring)
 - Studying, analyzing and monitoring the proportion of portfolio.

3.2.6 Other operations of the Company such as

- Management, risk management, internal audit within the Company
- Maintain legitimate benefits
- Conducting customer database or recording data in the system or database
- Consideration and review of customer credit limit
- Notification of debt payment or renewal of products and/or services
- Debt collection or placing of collateral according to relevant regulations
- Satisfaction survey and assessment after use of products and/or services
- Litigation or other legal processes
- Participation, coordination and/or assignment of work to another person to perform on behalf of or in collaboration with the Company (such as for design of products or services, design of customer service experience, design of process or support of the delivery of products and/or services)
- Assignment of rights and/or duties, management of operations of the Company and other companies within KBank Financial Conglomerate
- Use of CCTV, control of entry/exit of the Company's premises
- Management of complaints or management of illegal incidents or suspicious incidents (such as fraud, money laundering, terrorism and mass destruction weapon proliferation, crime, intellectual property infringement including management planning, examination, surveillance, evidence collection, reporting, and/or detection)
- Prevention and assessment of risk, which may be incurred from granting financial accommodations, of financial institution system
- Conducting database on business risk to the Company
- IT operation, communication system management and prevention, response and mitigation of IT risk and cyber threats

3.2.7 Compliance with the order of competent authorities and/or compliance with laws such as

- Compliance with the order of court, the government agencies, supervisory agencies, competent officers under the personal data protection law, financial institution business law, securities and stock exchange law, payment system law, exchange control law, taxation law, anti-money laundering law, counter-terrorism and proliferation of weapons of mass destruction financing law, computer crime law, bankruptcy law and other laws with which the Company is required to comply, either in Thailand or other countries, including regulations and rules issued under these laws, which are now being enforced, to be amended or to be enforced in the future.

3.2.8 Prevention or cessation of danger to a person's life, body or health

3.2.9 Conducting historical documents or annals for public benefit or related to study, research or statistics

3.2.10 The Company's operation of public benefit or performance of duties in using the government's authority granted to the Company

If the Company needs to collect, use and/or disclose your Personal Data for execution of or compliance with a contract that you have entered into with the Company and/or for the Company's performance of duties under the law and you, upon request, do not provide such necessary Personal Data to the Company or you have chosen to delete your user account from the application of the Company, the Company may not be able to approve or deliver/provide products and/or services, either partly or wholly, for you and it may impact on the Company's performance of duties under the law or your relationship with the Company.



4. To whom will your Personal Data be disclosed?

Under your consent or criteria permitted by law, the Company may disclose your Personal Data to a third party. Persons or agencies receiving such Personal Data will collect, use and/or disclose your Personal Data within the scope for which you have given consent, or within the scope related to this Policy. In certain cases, you may be under the personal data protection policy of such recipient of your Personal Data. The recipient of your Personal Data may be in Thailand or other countries.

The Company may disclose your Personal Data to persons or agencies based on your relationship and transaction as follows:

Type of Personal Data	Details
Companies within KBank Financial Conglomerate	The Company may disclose your Personal Data to the companies within KBank Financial Conglomerate for the determined purposes or according to your consent under this Policy. Companies within KBank Financial Conglomerate can rely on the consent that the Company obtains.
The Company's service providers	The Company may use another company, trade partner, the Company's agent, sub-contractor or external service provider to conduct business operation on behalf of the Company or to support the provision of the Company's products and/or services to you. Therefore, the Company may disclose your Personal Data to the Company's service provider, including but not limited to: ▪ National Digital ID Company Limited ▪ Service providers of digital infrastructure system and service providers of database system for data exchange between financial institutions ▪ Thailand Securities Depository Co., Ltd. ▪ Telecom operators ▪ IT, technology support and security service provider ▪ Cloud computing service providers ▪ Marketing service providers ▪ Document storage providers ▪ Online social media providers ▪ Payment channel service providers ▪ Debt collection service providers ▪ Printing house or print service providers ▪ Document or parcel delivery providers ▪ Provider of concierge services
The Company's business partners	The Company may disclose your personal data to ▪ The Company's business partners including those who jointly provide products and/or services ▪ Business partners for point collection or tokenization ▪ Co-branding business partners ▪ Business partners which are fintech companies ▪ Co-underwriters ▪ Selling agents In cases where your Personal Data is disclosed to business partners for their marketing purposes such as for sales promotion, public relations or offering of products and/or services by business partners to you, the Company will notify you of the names of business partners for supporting your decision in giving consent. Business partners can rely on the consent that the Company obtains.
Persons determined by law	In some cases, the Company may be required to disclose your personal data for compliance with the order of persons having legal authority or legal rights and/or for compliance with law. The recipients of your Personal Data include: ▪ law enforcement agencies ▪ supervisory agencies ▪ public agencies ▪ associations, agencies or any other person as necessary to perform duties under laws or regulations or for protection of the Company's rights, third party's rights, which may include any related legal procedures (such as the Thai Bond Market Association or ThaiBMA)

Type of Personal Data	Details
Advisors/experts	For the benefit of the Company's business operation, the Company may disclose your Personal Data to - auditors - external auditors - legal advisors - tax advisors - credit rating companies - other advisors or experts, as the case may be
Prospective assignee and/ or assignee of rights in any transaction or merger of the Company	In cases where the Company engages in organizational restructuring, debt restructuring, merger, business acquisition, transfer of rights, business dissolution or any other incidents of the same nature, the Company may need to disclose your Personal Data to: - trade partners, interested parties - asset management companies and/or those assignees of rights
Any other third party	The Company may disclose your Personal Data to any other third party for the objectives as specified in this Policy. Any other third party receiving your Personal Data may include but are not limited to - the persons with whom you have entered into a contract or have relationship relating to transaction (such as ultimate beneficiary owner, authorized person or embassies for document certification) - developers of technology infrastructure and/ or work system of the Company - companies or other financial institutions where you have shared transaction - issuer of securities, securities registrar, fund manager, custodian or other asset management companies related to your transaction - Society for Worldwide Interbank Financial Telecommunications (SWIFT) - online social media provider - public or ordinary people

5. Will the Company send or transfer your Personal Data to other countries?

The Company may need to send or transfer your Personal Data to other companies within KBank Financial Conglomerate located in other countries, or to other recipients of data, as part of the Company's normal business operation. For instance, sending or transferring Personal Data for storage on cloud platforms or servers located in other countries, business partners including those jointly providing products and/ or services and co-branding business partners, online social media service providers, government agencies in other countries and/ or a person having connection with your transaction in other countries, etc.

If the destination country has insufficient standards of Personal Data protection, the Company shall ensure that Personal Data will be sent or transferred in accordance with law and shall set standards of Personal Data protection as deemed necessary, and appropriate for and consistent with the confidentiality standards. For instance, an agreement must be entered into with the data recipient in that country to ensure that your Personal Data will be protected under the Personal Data protection standards equivalent to that in Thailand. If the data recipients are other companies within KBank Financial Conglomerate, the Company may decide to conduct binding corporate rules verified and certified by relevant competent authorities and will send or transfer Personal Data to other companies within KBank Financial Conglomerate located in other countries in accordance with said binding corporate rules.

6. Use of cookies and/or technologies of similar nature

The Company may collect and use cookies and/or any other technologies of similar nature when you use the Company's website and/or application including conducting transactions, using products and/or services of the Company via digital channels and internet network. The collection of cookies and/or use of any other technologies of similar nature will help the Company to recollect your use and preferences, including analysis of your interest for improvement and development of efficiency of the Company's website and/or application in order to respond to your demand and use so that you can have positive experiences in using the Company's website and/or application. You can learn more details from the "Cookies Policy" of the Company at https://www.kasikornsecurities.com/en/policy/privacy_or other URL as determined by the Company.

Moreover, the Company may disclose the data that cannot identify you to data analysis service providers such as Google, both in Thailand and other countries. Google will use technologies and tools for data analysis such as cookies and/or the Software Development Kit (SDK) to monitor and conduct reports of data analysis related to your use of the Company's website and/or application. You can learn details of Google's data analysis under the heading "How Google uses data when you use your partner's sites or apps" at www.google.com/policies/privacy/partners or other URL as determined by Google.

7. How long does the Company keep your Personal Data?

The Company will keep your Personal Data during the period you are the Company's customer or have a relationship with the Company, or throughout the period required in order to achieve the related objectives of this Policy. Once your relationship with the Company ends, the Company will further keep your Personal Data for a period as necessary according to the statute of limitations or for a period as required or permitted by law, for instance:

- Personal Data shall be kept in accordance with the anti-money laundering law for 10 years after the end of the relationship
- Personal Data shall be kept in accordance with financial institution business law, securities and stock exchange law, accounting law, and taxation law, for 10 years after the end of the relationship.

The Company will undertake operations through appropriate steps to delete or destroy the Personal Data or make it anonymous when it is no longer necessary or said period ends.

8. How does the Company protect your Personal Data?

The Company shall apply technical, administrative and physical safeguard measures for safekeeping of your Personal Data in order to maintain confidentiality, accuracy, completeness, and availability of Personal Data to prevent unauthorized or illegitimate access, collection, revision, rectification, use and/or disclosure of Personal Data in accordance with legal requirements.

The Company has put in place appropriate measures to prevent the infringement of Personal Data. The Company has therefore established policies, procedures and criteria for Personal Data protection such as measures to control access to Personal Data and use of secure and proper devices for storing and processing Personal Data, restriction of access to Personal Data, determination of users' right to access Personal Data, right to permit assigned employees to access Personal Data and users' responsibilities in order to prevent unauthorized access to Personal Data, unauthorized disclosure, unauthorized knowledge or unauthorized copy of Personal Data, or theft of devices used for storing or processing Personal Data. Measures have thus been put in place for tracking back of access to, change in, deletion or transfer of Personal Data, which are consistent with and appropriate for the methods and tools for collection, use or disclosure of Personal Data, including examination for assessing the effectiveness of compliance with policies, procedures and criteria for Personal Data protection.

The Company's executives, employees, personnel, contractors, representatives, advisors, and recipients of data from the Company shall maintain the confidentiality of Personal Data in accordance with the confidentiality measures determined by the Company.



9. What are your rights in connection with your Personal Data?

Your rights under this item are legal rights that you should be aware of. You can exercise your rights as stipulated by law and this Policies currently available or to be amended in the future, including criteria determined by the Company. If you are less than 20 years old, or have limited capacity to perform juristic acts under the law, you may request your father and/or mother, appointed guardian or authorized person to express the intention to exercise these rights on your behalf.

9.1 Right to withdraw consent (opt-out): You are entitled to withdraw the consent that you have previously given to the Company to collect, use and disclose your Personal Data (whether such consent has been given prior to or after the personal data protection law is enforced), at any time during which your Personal Data is held by the Company, unless there is right restriction by law or there is a contract which is beneficial to you which remains valid. The collection, use and/or disclosure of your Personal Data which was undertaken before the withdrawal of your consent shall not be affected.

However, the withdrawal of your consent related to and required for the service request may prevent the Company from complying with the contract or providing services to you, or may cause the transaction or any other related activities to be suspended or temporarily discontinued, or may affect your knowledge of products and/or services, for instance, you may not receive the offer of products and/or services, benefits, promotions or other new offers, or may not receive alternative products or services which are more in line with your needs, or may not receive news and recommendations that are beneficial to you, etc. For your own benefit, you should determine and inquire about the potential impacts before deciding to withdraw your consent.

9.2 Right to access: You are entitled to have access to your Personal Data under the Company's responsibility and to request the Company to provide you duplication of your Personal Data and inform you of how your Personal Data has been obtained.

9.3 Right to data portability: You are entitled to request your Personal Data which has been processed by the Company to be in a format that can be read or used in general with an automated device or equipment, and can be used or disclosed via automated methods. You are also entitled to request the Company to send or transfer your Personal Data of said format to other data controllers if it can be processed via automated method, and to request Personal Data of said format which is directly sent or transferred by the Company to other data controllers, unless it cannot be processed due to technical difficulties.

Your aforementioned Personal Data must be Personal Data that you have granted consent to the Company to collect, use and/or disclose or must be Personal Data that the Company needs to collect, use and/or disclose for your use of the Company's products and/or services in accordance with your intention wherein you are a contract party with the Company or for undertaking operations per your request before using the Company's products and/or services or must be other Personal Data as determined by competent authorities.

9.4 Right to object: You are entitled to lodge an objection to the collection, use or disclosure of your Personal Data at any time. If the collection, use or disclosure of your Personal Data, to which you lodge an objection, is undertaken under legitimate interest of the Company or any person or any juristic person, or for public benefit, the Company shall continue to collect, use and/or disclose your Personal Data only if the Company can provide legal reasons that the collection, use and/or disclosure of your Personal Data is sufficiently important, or is undertaken for the establishment, defense, use of, or compliance with, the rights to claim in accordance with applicable law, as the case may be.

In addition, you are entitled to lodge an objection to the collection, use and/or disclosure of your Personal Data which is undertaken for objectives related to direct marketing or for the purpose of scientific, historical or statistical studies and research.

9.5 Right to deletion or destruction: You are entitled to request the Company to delete or destroy your Personal Data or make it anonymous if you believe that your Personal Data has been collected, used and/or disclosed illegitimately, which is not in compliance with applicable laws or if you deem that it is no longer necessary for the Company to keep your Personal Data under the objectives of this Policy or when you exercise your right to withdraw consent or your right to object as mentioned earlier.



- 9.6 **Right to suspension:** You are entitled to request the Company to suspend the use of Personal Data if the Company is conducting an investigation per your request to exercise your right to rectification or right to object, or for any other case wherein it is no longer necessary for the Company to keep your Personal Data and the Company must delete or destroy your Personal Data in accordance with applicable laws, but you have sought to request the Company to suspend the use of your Personal Data instead.
- 9.7 **Right to rectification:** You are entitled to rectify your Personal Data to keep it accurate, up-to-date, complete and not misleading.
- 9.8 **Right to lodge complaint:** You are entitled to lodge a complaint to relevant competent authorities if you believe that the collection, use and disclosure of your Personal Data violates or does not comply with applicable laws.

Exercising the aforementioned rights may be restricted by applicable laws, and, in certain cases, there may be compelling reasons that may cause the Company to deny your request or may prevent the Company from complying with your request such as for in compliance with laws or court orders, for the public benefit, exercising the aforementioned rights may potentially violate other persons' rights or freedoms, etc. If the Company denies aforementioned request, the Company shall give you the reason(s) for such denial.

You can submit your request to exercise your rights via the following channels:

Rights	Channels to exercise the rights			Operation period*
	KS Customer Service	KS Website	Equity Wealth Manager	
Right to withdraw consent (opt-out)	-	✓	✓	7 business days
Right to access	-	✓	✓	30 days
Right to data portability	-	-	✓	
Right to object	-	-	✓	
Right to deletion or destruction	-	-	✓	
Right to suspension	-	-	✓	
Right to rectification	-	✓	✓	Immediately
Right to lodge complaint	✓	-	-	30 days

[Download form for exercising your rights here](#)

*From the day the Company has verified and confirmed your identity. In the case that the Company requires you to submit and/or deliver documents for verification and identification, the operation period will begin on the day that the Company has received all relevant documents and evidences.

10. Will the Company rectify or revise this Policy?

The Company may consider rectifying, revising or changing this Policy from time to time, as deemed appropriate and permitted by law. In case of rectification or revision of, or change in this Policy, the Company will announce the current policy on the Company's website at https://www.kasikornsecurities.com/en/policy/privacy_or other URL as determined by the Company.

11. How can you contact the Company and the data protection officer?

If you have any suggestions or would like to inquire about information regarding details of the collection, use and/or disclosure of your Personal Data including exercising your rights under this Policy, you can contact the Company via the branches or KS Customer Service at 02-796-0011.

In addition, you can contact the data protection officer by email at email address: ks.dpo@kasikornsecurities.com. Address: No. 400/22 KASIKORNBANK Building, 1st, 3rd, 11th and 19th Floor, Phahon Yothin Road, Samsennai Sub-District, Phayathai District, Bangkok, 10400.



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

Account No.....

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

Type of account *(Please specify all)*☐ **Open** ☐ **Not Open** Cash Balance☐ **Open** ☐ **Not Open** Global Invest**1. Personal data and contact information**☐ Mr. ☐ Mrs. ☐ Miss ☐ Other

Name-Surname

Sex ☐ Male ☐ Female **Date of Birth (D/M/Y) (A.D.)****Nationality (ies)** (In case you hold multiple citizenships, please specify all).....**ID Type**☐ Personal ID card No.☐ Passport No. Issuing Country..... Expiry Date (D/M/Y) (A.D.)☐ Alien Registration Card No. Expiry Date (D/M/Y) (A.D.)☐ Other Card¹ No. Expiry Date (D/M/Y) (A.D.)

Contact Information² *(Your documents will be sent to your e-mail address as a main contact channel. If not, they will be sent to your mailing address.)*

Home Telephone Mobile Phone Fax

E-Mail address

Occupation☐ Agriculturist ☐ Investor ☐ Homemaker ☐ Student ☐ Monk/Priest³ ☐ Retirement☐ State Enterprise Employee ☐ Corporate Employee ☐ Family Business ☐ Doctor ☐ Nurse☐ Teacher ☐ Politician ☐ Government Officer ☐ Business Owner/Self-Employed ☐ Freelancer☐ Other *(please specify)***Business Type**

(In case the occupation is Family Business, Business Owner/Self-Employed, Freelancer or other, please specify business type.)

☐ Antique Trading☐ Hotel/Restaurant☐ Foreign Currency Exchange☐ Property/Real Estate☐ Jewelry/Gold Trading☐ Insurance/ Assurance☐ Casino/Gambling☐ Entertainment Business☐ Travel Industry/Travel Agency☐ University/School/Education Center☐ Armament☐ Financial Service / Banking☐ Domestic or International Money Transfer☐ Foundation/Association/Club/Temple/Mosque/Shrine☐ Foreign Worker Employment Agency☐ Cryptocurrency and digital token trading business☐ Other *(please specify)*

Company name Position

¹ Other cards such as an identification card of a person without registration status² Mobile phone and e-mail address are the main contact and service channel from the Company.³ The monk or priest account can be approved for selling only


Contact person in case of emergency

Name-Surname Relationship

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

Address information	Address details
1.) Address in ID evidence	No..... Moo No. Building..... Floor..... Village..... Street..... Road..... Sub-district..... District..... Province..... Postal code..... Country.....
2.) Current address	☐ Address in ID evidence ☐ Other address <i>(Please specify below)</i> No..... Moo No. Building..... Floor..... Village..... Street..... Road..... Sub-district..... District..... Province..... Postal code..... Country.....
3.) Office address	☐ Address in ID evidence ☐ Current address ☐ Other address <i>(Please specify below)</i> No..... Moo No. Building..... Floor..... Village..... Street..... Road..... Sub-district..... District..... Province..... Postal code..... Country.....
4.) Mailing address	☐ Address in ID evidence ☐ Current address ☐ Office address ☐ Other address <i>(Please specify below)</i> No..... Moo No. Building..... Floor..... Village..... Street..... Road..... Sub-district..... District..... Province..... Postal code..... Country.....

2. Investment information
Investment objective

- ☐ For Investment ☐ Retirement Investment ☐ For Tax Benefit
☐ Other *(Please specify)*



3. Knowledge Assessment

- Do you have a degree(s) in finance or other related fields (e.g., Accounting, Business Administration, Economics, Actuarial Science), or a finance-related professional qualification (e.g., CFA, CISA, CFP and FRM)?
☐ Yes, I do. ☐ No, I do not
- Have you had at least 3 consecutive years of working experience related to capital market products in the past 10 years (e.g., investment consultant, financial advisory, research/ investment product development, investment product management)?
☐ Yes, I have. ☐ No, I have not
- Have you had at least 3 consecutive years of investment experience with complex products in the past 10 years (e.g., derivatives, perpetual bond, structured notes, unrated bond, exotic derivatives/ complex return funds)?
☐ Yes, I have. ☐ No, I have not

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 account⁴

Bank name Branch Account No.

7. Self-identification data

Are you a political exposed person⁵ or family member⁶ or close associate⁷ of political persons?

- ☐ Yes (Please specify political position) ☐ No

I hereby certify that I am the ultimate beneficial owner⁸ from trading of securities through the securities trading account

- ☐ Yes ☐ No (Please specify the ultimate beneficial owner⁸)

☐ Mr. ☐ Mrs. ☐ Miss ☐ Other

Name-Surname

Relationship with the account's owner ☐ Spouse ☐ Family ☐ Friend ☐ Children

☐ Other (Please specify)

⁴ 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.

⁵ **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.

⁶ **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)

⁷ **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

⁸ **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

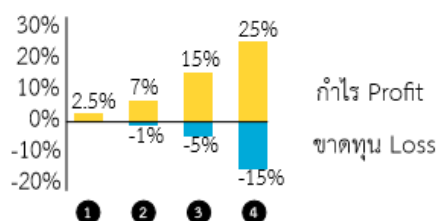
5. What is your investment period target?

- (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 scores⁹ points

Points	Types of Investor	Suitable Types of Financial Instruments
Below 15	<u>Level 1: Low-risk type</u> 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	- Bank deposit > 60 % - Government debt instruments < 60 % - Plain corporate debt instruments with maturity date not over 1 year and long-term rating equal AAA < 40 % - Equity¹⁰ < 10 % - Mutual fund with risk level 1
From 15-21	<u>Level 2: Moderate to low-risk type</u> which means you are an investor who can take a low risk, focusing on protecting invested money, and expecting a regular income from investment	- Bank deposit < 30 % - Government debt instruments < 30 % - Plain corporate debt instruments with long-term rating equal or more than A < 60 % - Plain corporate debt instruments with maturity date not over 1 year and long-term rating equal BBB < 50 % - Equity¹⁰ < 20 % - Derivatives¹¹ < 10 % - Mutual fund with risk level 1-4 - Structure Notes with 100% principal protected and rating equal AAA
From 22-29	<u>Level 3: Moderate to high-risk type</u> which means that you can accept the lower cost of investment from time to time	- Bank deposit < 10 % - Government debt instruments < 15 % - Plain corporate debt instruments with long-term rating equal or more than BBB < 50 % - Equity¹⁰ < 40 % - Derivatives¹¹ < 20 % - Mutual fund with risk level 1-5 - Structure Notes with 100% principal protected and rating equal or more than AA - Structure Notes with principal protected less than 100% and rating equal AAA
From 30-36	<u>Level 4: High-risk type</u> 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	- Bank deposit < 15 % - Government debt instruments < 10 % - Plain corporate debt instruments with long-term rating equal or more than BBB < 40 % - Plain corporate debt instruments with long-term rating equal BB < 40 % - Equity¹⁰ < 50 % - Derivatives¹¹ < 30 % - Mutual fund with risk level 1-7 - Structure Notes with 100% principal protected and rating equal BBB or more - Structure Notes with principal protected less than 100% and rating equal A or more - Investment Grade: Perpetual Bond/ Basel III/ Insurance capital bond/Hybrid Bond

⁹ 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.

¹⁰ Equity means stocks listed on the SET and foreign stock exchange.

¹¹ Derivatives means commodity, futures and options.



Points	Types of Investor	Suitable Types of Financial Instruments
From 37 or more	<u>Level 5: Substantially high-risk type</u> 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	- Bank deposit < 5 % - Government debt instruments < 5 % - Plain corporate debt instruments with long-term rating equal C or more /Non-investment grade < 30 % - Equity¹⁰ > 50 % - Derivatives¹¹ < 40 % - Mutual fund with risk level 1-8+ - Structure Notes with principal protected less than or equal 100% and rating equal BBB or more/Non-investment grade/Unrated - Investment grade/Non-investment grade: Perpetual Bond/ Basel III/ Insurance capital bond/hybrid Bond





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:

“ Securities ”	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.
“ Securities Exchange ”	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.
“ Securities Depository Center ”	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.
“ Thailand Clearing House ”	means the Thailand Clearing House Co., Ltd. and/or the person authorized to act as a clearing house according to securities law.
“ Customer ”	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.
“ Purchase ”	also includes the subscription for purchase of Securities.
“ Advance ”	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.
“ The SEC ”	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 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.

- 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

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 demolishment 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

The Customer (.....) Date	
Investment Consultant (.....) Date	Authorized Person 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

☐ Yes ☐ No

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 Conglomerate¹² and Partners Consent

☐ Yes ☐ No

To ensure that you receive special products or services personalized for you from KBank Financial Conglomerate¹² 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)

¹² Additional information of KBank Financial Conglomerate is available at 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.

FATCA/CRS Self-Certification Form for Individual Customer



This FATCA/CRS Entity Self-Certification Form is made for the entities under KASIKORNBANK FINANCIAL CONGLOMERATE and other entities who are the owners of financial product(s) that the entities under KASIKORNBANK FINANCIAL CONGLOMERATE is their selling agent or LBDU KASIKORN Partner(s)).

Customer name (Title/Name/Surname)		Nationality(ies) <i>Please specify all nationalities that you hold.</i>
Identification No. / Passport No		Student ID / Staff ID
Place of Birth	City Country	
Part 1 Status of Customer: FATCA Individual Self-Certification		
Please select the appropriate boxes corresponding to your status		
U.S. Person		
<i>(If you select "yes" in any one box, please complete Form W-9)</i>		
❶ Are you a U.S. Citizen?		☐ Yes ☐ No
You must answer "Yes" if you are a U.S. citizen even though you reside outside of the U.S. You must answer "Yes" if you hold multiple citizenships, one of which is U.S. Citizenship. You must answer "Yes" if you were born in the U.S. (or U.S. Territory) and have not legally surrendered U.S. Citizenship.		
❷ Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)?		☐ Yes ☐ No
You must answer "Yes" if the U.S. Citizenship and Immigration Service (USCIS) has issued a U.S. Permanent Resident Card to you, regardless of whether or not such card has expired on the date you complete and sign this form. You should answer "No" if such card has been officially abandoned, revoked, or relinquished as of the date you sign and complete this form.		
❸ Are you a U.S. resident for U.S. tax purposes?		☐ Yes ☐ No
You may be considered a U.S. resident if you meet the "Substantial Physical Presence Test", for instance, during the current year, you were present in the U.S. for at least 183 days. For more details, please refer to the information on the IRS' website: http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test		
Additional Questions		
<i>(If you select "yes" in any one box, please complete Form W-8BEN and provide supporting document(s))</i>		
❶ Were you born in the U.S. (or U.S. Territory) but have legally surrendered U.S. citizenship?		☐ Yes ☐ No
❷ Do you have standing instructions to transfer funds from the account opened or held with companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner (s) to an account maintained in the U.S.?		☐ Yes ☐ No
❸ Do you have a power of attorney or signatory authority for the account opened or held with companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) granted to person with U.S. address?		☐ Yes ☐ No
❹ Do you have a hold mail or in care of address as the sole address for the account opened or held with companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s)?		☐ Yes ☐ No
❺ Do you have a current U.S. residence address or U.S. mailing address for the account opened or held with companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s)?		☐ Yes ☐ No
❻ Do you have U.S. telephone number for contacting you or another person in relation to the account opened or held with companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s)?		☐ Yes ☐ No



Part 2

CRS: Declaration of All Tax Residency

Do you have tax residence in countries other than Thailand or the U.S.?

☐ Yes ☐ No

“tax residence” means particular jurisdictions in which you are liable to pay income tax by reason of domicile, residence, number of days you stay in that country in each year or any other criterion.

You must answer “Yes” if you have tax residence in countries other than Thailand and the U.S. and specify your country of tax residence and TIN in the table below.

For this purpose, please see “**companies in KASIKORNBANK FINANCIAL CONGLOMERATE**” at <https://www.kasikornbank.com/financial-conglomerate>

Country of Tax Residence	TIN	If no TIN available, enter Reason A, B or C	Please explain why you are unable to obtain a TIN if you select Reason B

If a TIN is unavailable, indicate which of the following reason is applicable:

Reason (A) – The jurisdiction where the Account Holder is a tax resident does not issue TINs to its residents.

Reason (B) – The Account Holder is otherwise unable to obtain a TIN. (Note: Please explain why you are unable to obtain a TIN.)

Reason (C) – TIN is not required. (Note: Only select this reason only if the domestic law of the relevant jurisdiction does not require the collection of TIN issued by such jurisdiction.)

Part 3

Confirmation and Change of Status

You confirm that the above information is true, complete, accurate and current.

1. You acknowledge and agree that if the information provided on this form or Form W-9 or W-8BEN is false, inaccurate or incomplete, companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/ or KASIKORN Partner(s) may deem appropriate.
2. You agree to notify and provide relevant documents to companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/ or KASIKORN Partner(s) within 30 days after any change in circumstances that causes the information provided in this form to be incorrect, incomplete or not current.
3. You acknowledge and agree that failure to comply with item 2 above, or provision of any false, inaccurate or incomplete information as to your status, shall be entitled companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/ or KASIKORN Partner(s) may deem appropriate.

Part 4

Disclosure of information and authorization for debiting funds in account

You hereby irrevocably agree as follows:

1. Companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/ or KASIKORN Partner(s) will disclose to the companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) (including other entities related to financial products you receive service from), for the benefit of FATCA / CRS / OECD compliance, domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS), your name, address, taxpayer identification number, account number, FATCA / CRS / OECD 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 companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s), 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 companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s), domestic and/or foreign tax authorities, including the IRS;

FATCA/CRS Self-Certification Form for Individual Customer



2. You authorize companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) to debit funds withhold from your account and/or the income derived from or through companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) 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 companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) and such tax authorities.
3. If you fail to provide the information required to determine whether you are a U.S. person, Reportable Person, and/or a resident for tax purpose of another country, or to provide the information required to be reported to companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s), or if you fail to provide a waiver of a law that would prevent reporting, companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) shall be entitled to terminate, at its sole discretion, the entire banking/business relationship with you or part of such relationship as companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) may deem appropriate.

By signing in the space below, I hereby acknowledge and agree to the terms and conditions specified herein, which include acknowledging the disclosure of information, and authorizing companies in KASIKORNBANK FINANCIAL CONGLOMERATE and/or KASIKORN Partner(s) to debit funds in account and/or to terminate banking/business relationship.

Signature of Customer วันที่ Date

**For companies in KASIKORNBANK FINANCIAL CONGLOMERATE
and/ or KASIKORN Partner(s) use only**

Attachment (if any)

☐ W-9

☐ W-8 BEN Supporting Document *(Please specify)*

Authorized