



**APPLICATION FOR ACCOUNT OPENING AND CONSENT FOR INFORMATION DISCLOSURE
AND FURTHER ACTION ON THE ACCOUNT (INDIVIDUAL)**

ACCOUNT TYPE			
<input type="checkbox"/> Cash	<input type="checkbox"/> Prepaid	<input type="checkbox"/> Credit Balance I SBL	<input type="checkbox"/> Credit Balance TSFC
<input type="checkbox"/> Unit Trust	<input type="checkbox"/> Share Builders Plan	<input type="checkbox"/> Futures Options	<input type="checkbox"/> Offshore Equity
<input type="checkbox"/> Offshore Derivatives	<input type="checkbox"/> AFET	<input type="checkbox"/> Other _____	

1. PERSONAL INFORMATION

Name & Surname : _____

Date of Birth _____ Age _____ Sex _____ Nationality _____

Country of Birth _____ Marital Status Single Married Divorced Widow

ID Card No. / Passport No. _____ Issued Date _____

Expiry Date _____ E-Mail Address _____

Home Registration Address No. _____ Soi _____

Road _____ Sub District _____ District _____

Province _____ Post Code _____ Country _____ Tel (Home) _____ Mobile _____

(If Not Same as Home Registration Address) Present Address No. _____ Soi _____

Road _____ Sub District _____ District _____

Province _____ Post Code _____ Country _____ Tel (Home) _____ Mobile _____

Occupation _____ Name of Employer/Business _____

Type of Business _____ Position _____

Office Address _____ Building/Floor _____ Soi _____

Road _____ Sub District _____ District _____

Province _____ Post Code _____ Country _____ Tel (Home) _____ Mobile _____

Spouse's Name _____ Name of Business _____

Type of Business _____ Position _____

Contact Person in case of emergency _____ Relationship _____

Address _____ Tel. _____

2. INVESTMENT

Objective of Investment Long Term Speculative/Short Term Hedge

Risk Tolerance Low Risk Medium Risk High Risk

Knowledge of Derivatives Futures Options Other _____

Experience in Investment Stock _____ Yrs Credit Balance _____ Yrs Futures _____ Yrs Options _____ Yrs Internet Trade _____ Yrs Other _____

3. FINANCIAL INFORMATION

Yearly Income (THB) 200,000 - 500,000 500,001 - 1,000,000 1,000,001 - 5,000,000 > 5,000,000

Other Income (THB) 100,000 - 500,000 500,001 - 1,000,000 > 1,000,000 No

Source of Main Income Business Other _____

Source of Other Income Business Investment Heritage Other _____

Source of Other Income Country Thailand Other Country _____

Net Asset Value (Deposit, Securities) (THB) < 1,000,000 1,000,000 - 10,000,000 > 10,000,000

Monthly Expense (% of Monthly Income) < 25 % 25% - 50% > 50

* Please attach your financial statement for consideration of credit line approval.

4. CONDITION OF DEPOSIT AND PAYMENT

Bank account for Settlement of sale process & others
Bank _____ Branch _____ Current Saving Account No _____

Remarks: Name in Bank Account must be the same as in this Application for Account Opening (Joint account is not allowed)
While awaiting ATS process approval Purchasing Cost Cheque Payment Pay into Company Account
 Sale Proceeds Please pay into My Account
 Receiving Dividend by ATS (E-Dividend)

Instruction to deduct Sales Proceeds as collateral or use collateral to pay purchases in Cash account.
 Automatically deduct my sales proceeds as collateral in the event that my collateral in Cash Account reduces below minimum requirement of The Stock Exchange of Thailand
 Automatically deduct my cash collateral to settle my purchases in the event that my cash collateral is more than Bht. 1,000.
 Automatically deposit my sales proceeds to my Cash Account

5. METHOD OF TRADING

Dealer Internet (POEMS)

6. METHOD OF RECEIVING INFORMATION

Include Monthly Statement and Trading Confirmation
 By Email Address (Please read the terms and conditions and complete the agreement to receive the documents via Email.)
 Send Document to House Registration Address Current Address Office Address

7. GENERAL DECLARATION

Open account with other broker No Yes (please specify) _____
Ultimate Beneficiary from Client's Trading No Yes _____
Controlling Person No Yes _____
Are you a Politician No Yes _____ (Spouse) No Yes _____
Record of disciplinary action for Money Laundering in the last three years
 No Yes (please specify type of disciplinary record) _____ Year _____
Work or involved in the following business
 None Jewelry, Precious METAL or Gold Business Antiques Trading Business
 Foreign Currency Exchange Agency Money Transfer Service Casino and Gambling Business
 Entertainment facility operator Arms/Weapons Suppliers
 Job placement/recruitment agencies Tour Operators/Travel Agencies

8. APPOINTMENT OF GRANTEE

No
 Yes, Name of grantee _____ Relationship _____
(Please sign in the Power of Attorney and KYC Form)

9. OTHER INFORMATION

Were you born in U.S. No Yes _____ please specify
Are you U.S. citizen / Resident or hold U.S. Green Card No Yes _____
Do you have U.S. residence / mailing address (including P.O Box) No Yes _____
Do you have U.S. telephone number No Yes _____
Do you give POA to attorney who are U.S. citizen or have U.S. address No Yes _____

Confirmations and Change of Non-U.S. Person Status

- You confirm that the above information is true, correct, accurate and complete.
- In case that you are a Non-U.S. Person, you agree to promptly notify Phillip Securities (Thailand) Public Co, Ltd. should there be any change in your status to become a U.S. Person under U.S. tax law.
- You acknowledge and agree that failure to promptly notify Phillip Securities (Thailand) Public Co, Ltd. of any change in your status as a Non-U.S. Person, or provision of any false, incorrect, inaccurate or incomplete information as to your status as a Non-U.S. Person shall entitle the company to terminate, at its sole discretion, the entire business relationship with you or part of such relationship as the company may determine in its sole discretion.
- You acknowledge and agree that if you are a U.S. Person but the information provided on this form or IRS Form W-9 is false, incorrect, inaccurate or incomplete, Phillip Securities (Thailand) Public Co, Ltd. shall be entitled to terminate, at its sole discretion, the entire business relationship with you or part of such relationship as the company may determine in its sole discretion.

Authorization for information disclosure and account withholding

To the extent required by applicable laws and / or any agreements between Phillip Securities (Thailand) Public Co, Ltd. and domestic and / or foreign tax authorities, you hereby irrevocably authorize Phillip Securities (Thailand) Public Co, Ltd. to :

- Disclose to (for the benefit of FATCA compliance) domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS) your

name, address, taxpayer identification number, account number, account balance or value, the payments made with respect to the account during the calendar year, account statements, the amount of money, the type and value of financial products and/or other assets held with the company, as well as the amount of revenue and income and any other information regarding the business relationship which may be requested or required by domestic and/or foreign tax authorities, including the IRS;

2. Withhold from your account and/or the income you may have or may be entitled to get paid from the company in the amount as required by the domestic and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, including any agreements between the company and such tax authorities;

If you fail to provide the information required to determine whether you are a U.S. person, or to provide the information required to be reported to Phillip Securities (Thailand) Public Co, Ltd., or if you fail to provide a waiver of a law that would prevent reporting, the company shall be entitled to terminate, at its sole discretion, the entire business relationship with you or part of such relationship as the company may deem appropriate

Investor Risk Profile / Suitability Assessment Form		
Please choose the best answer and mark ✓ on <input type="checkbox"/>	For Staff Only	
1 Personal Information	Scores	
	A	B
1.1 What is your current age group? 1. <input type="checkbox"/> Over 60 years 2. <input type="checkbox"/> 50 - 60 years 3. <input type="checkbox"/> 35 – 49 years 4. <input type="checkbox"/> Under 35 years		
1.2 What is your education level: 1. <input type="checkbox"/> High school & pre-university 2. <input type="checkbox"/> University & higher		
1.3 What is your current saving and size of securities investment? <i>(Securities include Unit Trust, Stocks, Debentures, Government Bonds and Derivatives)</i> 1. <input type="checkbox"/> Lower than 1 million baht 2. <input type="checkbox"/> 1-3 million baht 3. <input type="checkbox"/> Over 3 million baht		
1.4 How much, in proportion to your total assets, is invested in securities? 1. <input type="checkbox"/> More than 60 % 2. <input type="checkbox"/> between 30-60 % 3. <input type="checkbox"/> between 10 -30 % 4. <input type="checkbox"/> Less than 10%		
2 Investment Experiences and Goals		
2.1 How long have you had experience investing in securities? <i>(securities include Unit Trusts, Stocks, Debentures, Government Bonds and Derivatives)</i> 1. <input type="checkbox"/> None 2. <input type="checkbox"/> Less than 1 year 3. <input type="checkbox"/> 1-5 years 4. <input type="checkbox"/> More than 5 years		
2.2 Do you require regular income from your investment to support your monthly expenditures? 1. <input type="checkbox"/> Yes, very much 2. <input type="checkbox"/> Yes, partly 3. <input type="checkbox"/> Yes, a little 4. <input type="checkbox"/> No, not at all		
2.3 How long do you think you would not need to use this investment amount? 1. <input type="checkbox"/> Less than 1 year 2. <input type="checkbox"/> 1-3 years 3. <input type="checkbox"/> 3 – 7 years 4. <input type="checkbox"/> More than 7 years		
3 For Investment Attitude		
3.1 What can best describe your risk tolerance toward investment? <i>(Investments in securities with higher risk typically provide higher returns over the long run. However, price volatility can cause a loss in the short term.)</i> 1. <input type="checkbox"/> I cannot tolerate any investment loss despite possible higher returns. 2. <input type="checkbox"/> I can tolerate some light investment losses for the chance of receiving some higher returns. 3. <input type="checkbox"/> I can tolerate investment losses for the chance of receiving higher returns. 4. <input type="checkbox"/> I like to receive the highest returns from my investment without any investment restriction at all.		
3.2 Investment in highly volatile securities often generates high returns in the long-term. However, it involves risks that can cause capital losses as much as its gains. How much can you accept the investment risks? 1. <input type="checkbox"/> Minimum risk is acceptable. I focus on investment that generates regular income with full principle protection despite minimum return. 2. <input type="checkbox"/> Some degree of risk is acceptable in exchange for an increase in long-term potential returns. 3. <input type="checkbox"/> Moderate level of risk is acceptable in exchange for higher potential returns in long term. 4. <input type="checkbox"/> Maximum level of risk is acceptable in exchange for highest potential returns in long term.		
3.3 Sometimes, investment that focuses on capital protection generates returns lower than inflation which may eventually reduce the actual purchasing power. Taking your investment objectives in consideration, which of the followings apply to you mostly? 1. <input type="checkbox"/> Investment capital must be safe even if the investment returns are lower than inflation. 2. <input type="checkbox"/> Some degrees of capital losses are acceptable in exchange for the investment returns that are higher than inflation. 3. <input type="checkbox"/> Investment risks are acceptable with investment returns that are relative higher than inflation. 4. <input type="checkbox"/> Investment risks are fully acceptable with investment returns that are much higher than inflation.		
3.4 How much loss are you willing to bear from the investment? 1. <input type="checkbox"/> Less than 10% 2. <input type="checkbox"/> between 10 – 20% 3. <input type="checkbox"/> between 20 – 50% 4. <input type="checkbox"/> More than 50%		
Total scores (Part 1 to Part 3)		

3.5 If you were successful in investing in Derivatives you will get very high return. On the other hands, if you fail, you might loss all your investment and even need to top up the losses (if any). Could you accept that?

Cannot accept Can partially accept Can accept

3.6 Apart from the losses on investment, can you accept any currency loss from investment including investment in a mutual fund which has policy to invest at least 20% or higher of its NAV offshore?

Cannot accept Can accept

Terms and Conditions

<p>I. Client agrees to provide information to Phillip Securities (Thailand) PCL. ("the Company")'s officer to be used to conduct the Suitability Assessment. The client acknowledges that the assessment will be used for the benefit of his / her awareness of investment risk.</p> <p>II. Client's investment risk level is assessed from information provided by the client. However, this does not represent that the Company shall accept the accuracy, completeness or reliability of such information provided by the client and the assessment result.</p> <p>III. After the Company's officer has completed the client's investment risk level assessment (Suitability Assessment) and informed the assessment result to the client, the Company shall assume that the client has already acknowledged his / her investment risk assessment result (which is evaluated from the information provided by the client) including the level of his / her investment risk.</p> <p>IV. Client shall study relevant investment information, investment risk warning as well as seek investment advice from a person who can provide investment recommendation to the client. In addition, the client shall study the result of his / her investment risk assessment in order to support his / her decision making to invest in securities, derivatives, financial instrument or other types of investment which is suitable to the client. Information relevant to investment or other financial instruments received from the Company's officers (if any) is only a partial factor to decide on investment by the client.</p>	<p>V. Decision making on investment depends on client's own decision which shall not bind with the investment assessment result and may not follow the investment risk level assessment under this assessment. Client also agrees to bear the risk arising from investment. In the event that the client decides to invest in higher risk level than the investment risk level assessment, the Company hereby agrees to assume that the client agrees to bear all the risks arising from such investment himself / herself. Client accepts that his / her investment may not be in accordance with the assessment result, nor the same as his / her suitability test assessment and may change from the assessment result.</p> <p>VI. The Company, its executives, employees, and officers shall not take any liability, obligation or be in charge of any damages arising from the investment by the client.</p> <p>VII. The Company reserves the right to amend, edit or change the Investor Risk Profile / Suitability Assessment Form in order to assess client's investment risk level and any relevant information without prior notice.</p> <p>VIII. The Investor Risk Profile / Suitability Assessment Form, any related action and information are applicable to investors in Thailand only. Client has already read and understood the above warning, relevant information and agrees to be bound by such warning and relevant obligation.</p>
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I accept and acknowledge that the above information in application and suitability assessment forms are true in all respect. I agree that the Company may inspect my information with other financial institutions or competent authorities under all relevant law, rules, regulations and notifications. Moreover, I have been notified by Marketing Officer and understand the terms & conditions, and associated risks from investment under each account types where I mentioned above within this application.

Signed **X** _____ Client
 (_____)
 Date

I have identified and verified the above client. For non face to face client, I have performed KYC and CDD.

Signed **X** _____ Marketing Officer
 (_____)
 Date

Client Referral

Referral Name (IFA)		License No. (SEC)	
Referral Name (IBA)		License No. (IBA)	

For Marketing Officer

Result of Customer Risk Profile		Assessor
For invest in securities	For invest in mutual funds	
Exchange-rate risk	<input type="checkbox"/> Yes <input type="checkbox"/> No	

A: For Equity of Derivative B: For Investment Unit

For Credit Control Officer

Non US Client US Client Recalcitrant

Document Attached ("Certified True Copies" all pages)			
1. ID Card	2. House Registration	3. Bank Statement Previous 3 months	4. Revenue Stamp 30.-
Document of Grantee			
1. ID Card	2. House Registration	3. Signature Card	
4. KYC	5. Revenue Stamp 30.-		
Credit Approval			
1. Bank Statement Previous 3 months			

Letter of Request for Debit of Deposit Account

To: Manager of _____ Bank, _____ Date _____ Branch _____
 I, _____, holder of _____ deposit account,
 account No. (10 digits) _____ name of account _____
 Residing at No. _____ Soi _____ Road _____
 Sub District _____ District _____
 Province _____ Postal Code _____ Tel _____

Would like to request the Bank to debit fund from my account as mentioned above for the purpose of making payment for the debts and/or all obligations to Phillip Securities (Thailand) Public Co., Ltd. (hereinafter called the "Company") according to information which the Bank receives from the Company, and to transfer such fund to the account of the Company.

In the debit of my deposit account for the purpose of making payment for the debts and/or all obligations to the Company as stated above, if it appears later that the amount which the Company has notified the Bank is incorrect, and the Bank has already debited my account according to information which the Bank received from the Company, I agree to claim such amount from the Company directly. I hereby waive the right to make a claim or bring an action against the Bank for a Compensation of the amount which the Bank has debited from my deposit account for the purpose of making payment to the Company. I accept that the Bank will debit my account only if the fund in the account is sufficient for the debit at the time. In the debit of my deposit account as stated above, I do not wish to require the Bank to give notice thereof since I can observe such transaction from the passbook and / or statement of the Bank or the receipt of the Company.

In the event that there is any change in the document or evidence and account number under the preceding paragraph for any cause whatsoever, I agree that this Letter of Request for Debit Account shall remain valid for the deposit account of which the number is changed in all respects.

The above request for debit of deposit account shall be effective immediately as from the execution date hereof and shall remain in full force and effect until there is a written notice of revocation from myself to the Bank and the Company at least 1 month in advance.

Yours sincerely,

Signed _____ Consent Giver

Verification of Signature of the Consent Giver

Signed _____ Authorized Signatory of the Branch
 Phillip Securities (Thailand) Public Co., Ltd.



บริษัทหลักทรัพย์ ฟิลลิป (ประเทศไทย) จำกัด (มหาชน)
 PHILLIP SECURITIES (THAILAND) PUBLIC COMPANY LIMITED

Specimen Signature

Name _____ Customer Code _____

Name and Surname (Block Letters)		Authorized Specimen Signature
1.		X
2.		X

Signing Conditions _____

Signature Verified by _____ Officer

SECURITIES TRADING AGREEMENT

This agreement is made at Phillip Securities (Thailand) PCL

This agreement is made on _____ by and between Phillip Securities (Thailand) Public Company Limited (hereinafter referred to as the "Company") of one party and _____ (herein after referred to as the "Client") of the other party. Whereas, the Client wishes to become a customer of the Company by opening account for trading those securities both inside and outside of the Stock Exchange of Thailand, via any means, including but not limited to computer or other electronic means under terms and conditions hereof. The Client agrees to comply in all respects with all laws, rules, regulations and terms with regard to the Securities and the Stock Exchange of Thailand and any other Stock Dealing Center including the Stock Exchange of Thailand and other Stock Dealing Center's Supervision Department including, but not limited to, rules and regulations of the Company regarding securities trading currently in existence or as amended or to be implemented in the future.

Both parties agree as follows:

1. In this Agreement:

"**Account**" means the Client's Securities trading account opened by and maintained with the Company;

"**Application Form**" means the application form by which the Client applies to the Company to open account and to trade Securities under the Securities Trading Agreement;

"**Available Fund**" means the net available balance in the Prepaid Account of the Client on the relevant Business Day;

"**Business Day**" means a day on which securities companies are open for business in Thailand;

"**Cash Account**" means a Securities trading account of the Client opened by and maintained with the Company following acceptance of the Client's Application form pursuant to Clause 3 of this agreement.

"**Indebtedness**" includes debts which may be incurred from Securities trading, fees, value added tax, including any other expense arising in relation to the Client's Securities Trading Account and this Agreement;

"**Intellectual Property Rights**" means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications from the same anywhere in the world;

"**Office**" means the office of the Securities and Exchange Commission.

"**Over the counter**" means securities trading outside the SET of unlisted securities or listed securities, which is permitted by the Office of the SET to be traded outside the SET.

"**PIN or Password**" means personal identification number of the Client as provided by the Company for the purpose of the POEMS Service and/or other services provided by the Company;

"**POEMS Services**" means services and others related provided to customers through Computer;

"**Prepaid Account**" means an account is provided to record transactions of Securities trading pursuant to Clause 4 of this Agreement, any deposit and withdrawal of the Available Fund and accrued interest thereon, the Securities and the Sale Proceeds of the Client Including value added tax, fees and any other cost and expense in relation to this Agreement.

"**Property**" means cash, securities, other properties, and any right occurring from or in connection with the Property;

"**Purchase**" means the subscription for and purchase of Securities;

"**Purchasing Value**" means a Securities trading in each purchasing order, including brokerage fees and any other cost and expenses in relation thereof;

"**Representatives**" means directors, officers, employees, and agents;

"**Sale Proceeds**" means the sum of money for Securities trading in each sale transaction less brokerage fees and any other cost and expenses in relation thereof;

"**SEC**" means the Securities and Exchange Commission of Thailand, established pursuant to the Securities and Exchange Act B.E. 2535.

"**Securities**" means shares, debentures, bonds, bills, treasury bills, investment units which are instruments or evidence representing the right to the property of a mutual fund, certificates representing the right to purchase shares, debentures or investment units, including certificates representing the right in shares or debentures, or certificates representing the right to subscribe for shares or debentures, Instruments or evidence representing right in assets of an investment plan, securities transfer confirmations, confirmations of acceptance of Share certificates or instruments representing any other Right, including interest, dividends and other rights in such securities and any other securities as prescribed by the SET or the SEC.

"**Securities Depository Center**" means securities depository center in accordance with the law on Securities and Exchange.

"**Securities Trading Agreement**" means the securities trading agreement and power of attorney entered into between the Client and the Company by appointing the Company to trade in Securities on behalf of the Client;

"**SET**" means the Stock Exchange of Thailand and any Stock Dealing Center which is established pursuant to the Securities and Exchange Act B.E. 2535;

"**Trading Amount**" means the maximum amount in which the Company authorizes the Client to trade Securities through the Company pursuant to Sub-Clause 3.2 of this Agreement. Such amount shall include fees, brokerage fees, remuneration or any other expenses during the term that the Client maintains a Securities trading account with the Company. This shall also means the maximum sum that the Client may order to purchase the Securities through the Prepaid Account at a particular time as determined in accordance with Sub- Clause 4.3 hereof;

"**Trading Day**" means the day that the Client places orders in account being opened with the Company;

"**Trading of Securities by Means of Net Settlement (Net Settlement)**" means the securities trading transaction where there is a sale of the same securities from the portion purchased on the same day and payment is made at the net amount of the purchasing price and selling price of such securities;

"**User Guide**" means the User Guide in relation to the POEMS Services which may be amended from time to time by the Company;

2. Authorization

2.1 The Client agrees to appoints and grant power to the Company to act as its agent and/or broker in purchasing and/or selling Securities. The Client agrees to be bound by its Securities trading order in all respect regardless of whether the Securities Trading order is made in writing, orally, by telephone, via internet or by any other customary method or normal practice.

2.2 In any event the Client acknowledges that the Company has the right to refuse the Securities trading order of the Client and The



Client agrees to refrain any legal existence rights including the right to raise any proceedings against the Company. The Client hereby appoints the Company as this attorney-in-fact to act on Client's behalf in the following matters

2.2.1 To Purchase, sell and transfer all types of Securities inside and outside of the SET. This includes but not limited to an acceptance of transfer or delivery, acceptance of delivery, possession of, and delivery of Securities or any other Securities certificates.

2.2.2 To pay for Securities purchased, brokerage fee, fees, taxes, stamp duty, withholding tax and any other expenses related to the Purchase or disposal of Securities and to accept payment of Securities sold including but not limited to an Acceptance of dividends or interest or cash or any other expenses related to the possession of the Client's Securities regardless of whether such Securities is in the name of the Client or other person.

2.2.3 To apply the sale proceeds and benefit from such Securities pursuant to clause 2.2.2 above, which includes but not limited to cash and/or assets and/or Securities being placed as collateral for settling the debt with the company from time to time.

2.2.4 To prepare and/or sign any letter, document, agreement or other instruments including letter, document, agreement or Securities Purchase and sale instrument or Securities transfer instrument, for example, to register Securities into the name of the Company or person or juristic person as the Company deems appropriate, to attend the meeting and cast votes in any Shareholder's meeting in relation to Client's Securities being held or possessed the Company in respect of Sub-Clause 7.7.

2.2.5 To appoint and remove any substitute made pursuant to the power of substitution granted in this Power of Attorney.

2.2.6 In case of the Client's death, incompetence or quasi-incompetence by virtue of a court order, insolvency or bankruptcy, liquidation, being sued, or when the Company deems that it is appropriate for protection of the Client's and the Company's Interest, the Client agrees and consents the Company to sell or dispose the Securities or assets or any other right of the Client. And, the Client agrees and consents the Company to wholly or partially purchase securities in order to indemnify the Company for Securities completely sold, but not yet delivered to the Company. In this regard, Client grants all rights to the Company Pursuant to Section 828 of the Civil and Commercial Code.

2.2.7 To open Securities Account and close Securities Account the client opened with the Company.

2.2.8 To do any other act which is necessary or appropriate in the exercise of any of the powers granted in this Power of Attorney.

2.3 In the event that the Power of Attorney is invalid, both parties agree to force this Agreement, invalid as well. However, invalidity of this agreement shall not cause the parties' existing right or liabilities occurring prior to such invalidity to be unenforceable.

3 Cash Account

3.1 The parties agree that when ordering a Purchase or sale of Securities, such order shall only be made by reference to the Securities name, category, type quantity and price without specifying such Purchase or sale made for any particular individual or to any particular holder of the Securities so Purchased or sold or to any specific characteristic of the Securities. When the Company is required to accept or deliver Securities to the purchaser, seller or the Client, it shall use Securities of the same type and quantity.

3.2 The Company agrees that the Client may trade Securities through the Company under this Agreement within the Trading Amount stipulated by the company. The Company has the right to reduce or increase the foregoing Trading Amount as the Company deems appropriate without having to notify in advance or obtain prior consent from the Client; however, the Company shall inform the Client respectively of such alteration of Trading amount. In the event that the Company authorizes a Purchase and/or sale of Securities by the Client, which exceeds the Trading Amount, the Client agrees to accept the result of the Purchase and/or sale as mentioned pursuant to this Agreement In all respects as if such Purchase and/or sale had not exceeded the Trading Amount.

3.3 Before purchasing or selling any securities, the Client agrees to place assets, in accordance with the announcement of the office of the SEC, as collateral for the payment of the purchasing price or the selling price, the brokerage fee or other expenses related to securities trading from a cash account, at a rate announced by the SET according to the securities trading amount the client may purchase, but in any case not exceeding the Company's securities Trading Amount approved for the Client.

3.4 The Client agrees for the Company to manage the asset placed as collateral as follows;

3.4.1 In case the Client has placed cash as collateral: the Client agrees for the Company to hold such cash together with its interests and any other benefits occurred from such hold of the company as security for the payment of the purchasing price or the selling price, brokerage fee and other ancillary expenses. If the client is in default or payment or does not make payment of the purchasing price or the selling price, Brokerage fee and other ancillary expenses, the Client agrees for the company to use such collateral to settle the outstanding debt.

3.4.2 In case the Client has placed Securities or other assets stipulated by the SET as collateral: the Client agrees for the Company to hold such Securities or other assets as security for the payment of the purchasing price or the selling price, brokerage fee and other ancillary expenses until the Client has settled the outstanding debt in full to the Company and agree to pay the interest at the rate of 21% per annum. The exercise of the right under this clause shall not preclude the Company from demanding a penalty or to force the sale of the held Securities to settle the outstanding debt with the Company.

3.5 The Company regulates that the Client's Trading Amount of which may increase or decrease from time to time based on cash deposit and portfolio holding. In this respect, the Client's Trading Amount shall be the sum of cash available and market value of his/her stock holdings multiply by certain times of which applied and announced by the Company from time to time. Furthermore, the Client recognizes that such decrease or increase in Trading Amount shall be resulted by each purchase or sale order already placed with the company and agrees to be bound by all rules regulated in this agreement

3.6 The Client agrees to settle each security completely purchased with the Company together with brokerage fee and any additional expenses immediately or not later than 3 business days for securities in category of equity and not later than 2 business days for Securities in category of debt after the Purchase date of the Securities or in accordance with SET or the Company's announcement from time to time. The amount payable shall be the total amount, which appears in the Purchase invoice which is either the form used by the Company or a Purchase and sale agreement or any other form used by the SET on Purchase date. If the Client defaults in its payment as aforesaid, the Client agrees that the Company may:

3.6.1 Charge a penalty for the overdue amount at the rate which the Company prescribes and announces from time to time from the due date until the Company receives payment in full; and/or

3.6.2 Force sale the Securities of such Client, which are in possession of the Company (including the right to subscribe for Securities (if any) immediately without having to notify the Client in advance or taking into consideration whether such Securities and/or subscription rights being default or Securities and/or rights in Securities which the Client has deposited with or delivered to the

Company for another purpose. The Client agrees to reimburse and indemnify the Company in full for any damages and expenses incurred in connection with the trading and forced sale of such Securities. The exercise of the right to force sale of Securities under this Sub-Clause 3.6.2 shall not preclude the Company from demanding a penalty under Sub-Clause 3.6.1 until the Company receives all overdue amount in full.

3.7 The Client agrees to deliver to the Company the sold Securities by 12.00 hr. of the next Business Day or in accordance with SET or the Company's announcement from time to time. If the Client fails to make such delivery on such date and time, the Company, without giving any advance notice to the Client, will purchase the Securities in the same amount to make delivery for the Client on the second Business Day after the sale date of Securities. The Client agrees to reimburse and indemnify the Company in full for any damages and expenses incurred by the Company in connection with the Purchase of such Securities on behalf of the Client.

3.8 In case the Client orders the Company to sell Securities purchased by the Client through the Company and the Client has not yet paid for such securities, nor paid the brokerage fee or any other expenses incurred by the Company, when the Company sells the Securities pursuant to such order, the Client shall pay for such Securities, the brokerage fee and any other expenses to the Company in full before the Company delivers any payment for the Securities sold to the Client. Depending on whether the transaction of sale and purchase of the Securities is a Net Settlement transaction or not, the Company will have the discretion to apply or refrain from not applying any set-off against the client in this case.

3.9 In the Case where the Company has made a forced sale of the Client's Securities pursuant to Sub-clause 3.6.2, the Client agrees to be bound by the forced sale of such Securities as if it is a sale made pursuant to the order of the Client himself. The Client also agrees that the Company may apply proceeds received from such sale (after deducting brokerage fee, taxes, stamp duty, any other expenses from the date on which the Company has purchased the Securities pursuant to the Client's order) set-off against debts and/or any Company deems appropriate without having to notify the Client in advance, the Company may apply cash, assets, Securities benefits, dividends or any other right related to the Securities or assets which the Company has received on behalf of the Client in the Company's possession to pay for all debts that the Client has with the Company. Company deems appropriate without having to notify the Client in advance, the Company may apply cash, assets, Securities benefits, dividends or any other right related to the Securities or assets which the Company has received on behalf of the Client in the Company's possession to pay for all debts that the Client has with the Company.

3.10 When selling securities or assets or any other rights of the Client pursuant to Sub-Clause 2.2.6 or 3.9 above, the Company has the right to do any that the Company deems appropriate through SET or sell in auction or sell to any person without having to notify the Client in advance. Furthermore, the Company is not required to lodge a complaint or advertise, or do other similar acts in addition. The Client agrees that the Company may use the proceeds from the sale of Securities to pay for any debts that the Client may have with the Company now or in the future regardless of whether such debt is due. The Company has the right to set-off against all debts of the Client as the Company deems appropriate and the Client agrees to repay in full all debts payable to the Company

4. Prepaid Account

4.1 In the event that the Client is desirous to open a Prepaid Account, the parties agree to comply in all respects with all relevant laws, rules, regulations and terms including but not limited to, rules and regulations of the Company currently in existence or as amended or to be implemented in the future.

4.2. The Client agrees to open a Prepaid Account and to trade in the Securities with the Company via any means, including but not limited to computer or other electronic means under terms and conditions hereof. The Client agrees to be bound by its Securities trading made in all respect including but not limited to Securities trading made via computer or other electronic means. The Company agrees to grant the Client to trade in Securities through the Prepaid Account under terms and conditions hereof.

4.2.1 The Client agrees to settle for the Securities purchased including brokerage fees, value added tax and all other costs and expenses to the Company and deliver the Securities sold through the Prepaid Account in accordance with terms and conditions hereof.

4.2.2 The Client agrees to maintain the Available Fund in the Prepaid Account for the purpose of Securities trading in accordance the terms and conditions hereof. The Available Fund shall be kept in separate bank accounts by making deposit with the commercial bank, other banks established by the sui generis law, or investing in the promissory note issued by the finance Company or the securities finance company, or investing in other means as specified by the Office and notified under Sub-Clause 7.3.1 (a)

4.2.3 The Client shall be entitled to receive interest on the Available Fund at the rate in accordance with the requirements as specified by the Company from time to time. The Interest will be accrued on the Available Fund in the Prepaid Account daily and calculated at end of each Business Day. In this respect, the sum of Available Fund shall not be less than the minimum amount as notified by the Company from the right to change the method of calculating and paying interest according to aforementioned requirement of which the Company time to time. The Company reserves deems appropriate without having to notify the Client in advance

4.2.4 The interest incurred in the Prepaid Account shall be posted into the respective Client's Prepaid Account at the end of last Business Day of the relevant month for calculation of the Available Fund.

4.2.5 The Client irrevocably and unconditionally authorizes the Company to withdraw the Available Fund in the Prepaid Account at any time to pay for all Indebtedness and all the other debts owned to the Company

4.2.6 Any withdrawal by the Client of the Available Fund shall be made only on presentation of written request in the form satisfactory to the Company. The Company agrees to transfer the outstanding Available Fund with accrued interest thereon after deduction of all Indebtedness to the Client within two Business Day or by procedures the Company shall announce from time to time upon receipt of the written request for withdrawal. The Company reserves the rights to impose restrictions on the minimum and maximum amount of withdrawals of the Available Fund.

4.2.7 Upon submission of written request for withdrawal of the Available Fund, the Client agrees not to place any order to Securities trading in excess of the Trading Amount (after deduction of the withdrawal amount).

4.2.8 The Client agrees and undertakes to deposit or arrange to be deposited Securities in the Prepaid Account with the Company before the Client can place selling orders

4.2.9 The Client agrees to pay administration fees relating to the Prepaid Account and this Agreement at such rate and in accordance with the procedure as determined by the Company..

4.3 The parties agree in establishing the Trading Amount and placing order in Prepaid Account as follows:



- 4.3.1 On the real time basis, the Trading Amount during the relevant Business Day shall be determined by the Available Fund adjusted by:
- (a) Deducting all Securities purchase orders made regardless of whether such orders are executed or confirmed; and
 - (b) Adding only the Sale Proceeds in relation to Securities sale orders that are executed and confirmed by the Company
- 4.3.2 The Client agrees and undertakes to deposit or arrange to be deposited with the Company the Available fund for determining the appropriate Trading Amount in the Prepaid Account before the Client can place purchasing orders.
- 4.3.3 The Company at its sole discretion may adjust the Trading Amount of the Client at any time without the prior consent of the Client.
- 4.3.4 The Client agrees not to give orders of Securities trading in excess of the Trading Amount as specified by the Company at any time
- 4.3.5 In the event of any fact disclosed on the Trading Account resulting in the Client's placing orders in excess of the Trading Amount, the Client agrees that it shall be deemed that the Client accepts the Securities purchased and the price of the Securities purchased. The Client further agrees and undertakes to regularize the Trading Amount by the next Business Day, failing which the Company shall be entitled to rectify in whatever manners as the Company deems appropriate without having to notify the Client in advance and the Client agrees to reimburse and indemnify the Company in full for any damages and expenses incurred by the Company
- 4.3.6 The Company shall be entitled to refuse to accept any order given by the Client in respect of the Prepaid Account which is in excess of the Trading Amount. The Company shall not be liable for any loss, damage, cost or expense suffered by the Client as a result of any such refusal and the Client agrees to waive any rights that the Client may have at law including the right to commence any proceedings against the Company.
- 2.3.7 The Client agrees not to make any short sale order through the Prepaid Account.
- For the purpose of this sub-clause, short sale means the sale of Securities which is not deposited in the Prepaid Account by the Client at the time the selling order is placed.
- 4.3.8 The Company at its discretion may take appropriate steps to cancel or reject any order if
- (a) The purchase price and/or the number of Securities are not tendered in accordance with the procedure and requirements as specified by the Company and/or the Stock Exchange and/or the SEC; or
 - (b) any short sale order is placed; or
 - (c) any breach of terms of this Agreement
- 4.3.9 The Client acknowledges that orders placed by the Client are automatically queued for placement when the relevant Stock Exchange opens on each Business Day and will be cancelled at the close of business of each Business Day. The Client may cancel the order placed via computer or other electronic means as provided by the Company. The Company reserves the right to accept cancellation by other means as the Company deems appropriate. In this respect, the Client agrees that order placed by the Client cannot be cancelled or changed after orders are completely executed and confirmed by the Company.
- 4.3.10 The Company shall be entitled to confirm the order placed by the Client through computer or other electronic means or other means as the Company deems appropriate.
- 4.4 The parties agree that all trades in Securities through Prepaid Account shall be settled as follows:
- 4.4.1 The Client agrees that all trades in Securities through the Prepaid Account are to be settled via adjustments to the Available Fund on due date as regulated by the Stock Exchange which currently require to settle both Purchasing Values and Sales Proceeds within 3 business days from trade date. The Client further agrees to be bound by any change in the settlement day, which may be from time to time determined by the Stock Exchange and/or the SEC.
- 4.4.2 On the settlement date, the Client agrees that:
- (a) the relevant Purchasing Value due for settlement shall be deducted from the Available Fund, and
 - (b) the Sales Proceeds due for settlement on that day shall be deposited into the Available Fund.
- 4.4.3 For the avoidance of doubt, the Available Fund on each Business Day as referred to in Clause 4.4.1 above shall be the sum after adjustment made for settlements of the relevant Purchasing Value and Sales Proceeds due for settlement on that Business Day.
- 4.5 The parties agree to process all Securities in the Prepaid Account as follows:
- 4.5.1 The Client agrees and consents the Company settling off all securities held in the Prepaid Account against obligations in this agreement. The Client further agrees that the Company has right to set off all Securities in the Prepaid Account Against all Indebtedness and all other debt owed to the Company as the company deems appropriate without having to notify the Client in advance.
- 4.5.2 The Client consents to the Company holding any Securities purchased through the Prepaid Account including any other right derived from the Securities purchased through the Prepaid Account.
- 4.5.3 The Company reserves the right to specify the Securities which the Company shall allow the Client to purchase through the Prepaid Account from time to time.
- 4.5.4 If the Company receives any dividend, interest, or any other benefits from the Securities held in the Prepaid Account, the Client agrees to deposit the benefits as Available Fund in the Prepaid Account on the relevant Trading day.
- 4.6 The parties agree to prepare and provide periodic statement as well as to review the statement as follows:
- 4.6.1 The Company agrees to prepare and provide periodic statements which shall contain at least the following:
- (a) Outstanding Available Fund in the Prepaid Account;
 - (b) Securities held in the Prepaid Account;
 - (c) Trading Amount of the Client;
 - (d) Description of Securities trading transaction; and
 - (e) Description of payment and receipt in the Prepaid Account.
- The Company shall solely determine frequency and timing for such periodic statements from time to time by any means including but not limited to, through computer or other electronic means as the Company deemed appropriate.
- 4.6.2 The Client agrees and undertakes to review the statement carefully for accuracy and completeness and notify the Company promptly of any discrepancy between the Client's records and transactions detailed in the statements Each statement will be deemed accurate and conclusive and the Client agrees to be bound by it unless the Company receives written notice to the contrary from the Client within three days from the date of the relevant statement. However, the Company reserves the right to amend the statements if any statement is inaccurate..
- 4.7 The Client agrees and undertakes to execute an irrevocable instruction to the Company appointing and authorizing the Company and/or its representative to withdraw the Available Fund and apply the same against the Purchasing Value and/or for the purpose of the Prepaid

4.8 Upon request in writing by the Company and in order to perfect the purchase of the Securities or any transactions related to the Prepaid Account, the Client agrees and undertakes to provide any document and to do any act as necessary or required including but not limiting to the following:

4.8.1 execute (and arrange the relevant party to execute) any documents, agreements, power of attorney relating to the Prepaid Account and/or for this Agreement;

4.8.2 consent and ratify all the acts done by the Company and its Representatives in relation to the Prepaid Account and/or this agreement; and

4.8.3 arrange consent and/or ratification in relation to the Prepaid Account and this Agreement to be given by the relevant party.

5. Securities Trading Outside the SET

5.1 In case the Client is desirous to enter into securities trading agreement outside the SET, apart from compliance with the provisions of this Agreement, the parties also agree to comply, in full respects, with all relevant laws, rules, regulations and terms, including but not limited to rules and regulations of the Company currently in existence or as amended or to be implemented in the future. Any condition not stipulated under this clause, shall be according to other terms and conditions of this Agreement.

5.2 In case the Client orders the Company to sell Securities which are not in the possession of the Company, the Client hereby agrees for the Company to sell such Securities only after the Client has delivered the Securities, the Securities' transfer confirmation issued by the Registrar or the certificate representing the right in such Securities to the Company. The Client shall be liable for the debt and expenses incurred from the said proceeding.

5.3 In case the client orders the Company to purchase Securities, the Client agrees to settle the price of the Securities bought immediately, together with the brokerage fee and any additional expenses, or at least no later than 3 business days, except for non-resident Clients who need to transfer money inland, not later than 3 business days, from the Purchase date of the Securities or in accordance with the SEC or the Company's announcement from time to time. The amount payable shall be the total amount, which appears in the Purchase invoice which in either in the form used by the Company or in the sale and purchase agreement or any other evidence. If the Client defaults payment as aforesaid, the Client agrees that the Company may charge a penalty and force sale of securities under Sub-Clause 3.6 immediately

6. POEMS Service

6.1 Unless specifically indicated, otherwise, the Client is desirous to use the POEMS Service and agrees to comply in all respects with all relevant laws, rules, regulations and terms including but not limited to, rules and regulations of the Company currently in existence or as amended or to be implemented in the future.

6.2 The Company agrees to provide POEMS Service that enable the Client to:

6.2.1 Transmit Securities orders to the Company for execution via Computer and/or electronic means including but not limited to the internet and other telecommunications networks;

6.2.2 Chat electronically with any other users of POEMS Service;

6.2.3 Be engaged in any other activities and services as the Company may include as part of POEMS Services from time to time; and

6.2.4 Have access to key market indicators, real-time quotes as well as information on the Cash Account, the Prepaid Account and/or any other accounts, which the Company may from time to time add on or deleted from. In terms of technical data, POEMS Service provides source information, analyses and commentaries on Securities, as determined by the Company.

6.3 The Client agrees to abide by the procedures and instruction set out in the User Guide in respect of POEMS Service, which the Client wishes to access or avail of.

6.4 All orders placed via POEMS Services in relation to any Account with the Company are also subject to the same terms and conditions governing the maintenance and operation of that Account generally.

6.5 The Company is authorized by the Client to debit the Prepaid Account and/or any other accounts, which the Company may from time to time add on or delete from as the Company thinks appropriate for all costs and expenses incurred in the use of POEMS Services without having to notify the Client in advance.

6.6 Upon acceptance by the Company, the Client will be given a PIN or Password, which must be entered into by the Client each time the Client places an order to use POEMS Services. The Client shall be responsible for the confidentiality and use of the PIN or Password and for all transaction initiated through POEMS Services. Any order placed to the Company under this clause shall be considered to have been sent and authorized by the Client and the Client agrees to notify the Company promptly if the Client is aware of any loss, theft or unauthorized use of the PIN or Password and of any failure to receive any message or to place order via computer or electronic means as provided by the Company.

The Client must at all times ensure that the integrity and the security of POEMS Services is preserved and maintained. Accordingly, the Client must ensure that there is no unauthorized use of the Client's PIN or Password. The Client will forthwith on being aware of any unauthorized access or theft of the PIN or Password notify the Company and provide such particulars as the Company may require. The Client is solely responsible to ensure that none of the events as mentioned in this clause occurs, but if any of them does occur the Client shall indemnify the Company for any loss and damage that the Company may suffer as a consequence of such unauthorized access and use.

6.7 In requesting the Company to commence providing POEMS Services, the Client accepts and acknowledges the fact that all Intellectual Property rights (whether by way of copyright or otherwise) in the information and reports available from and generated on POEMS Services as well as POEMS Services itself vest solely and will remain the exclusive property of the Company. The Client, therefore, agrees not to do anything that will violate or infringe the Company's Intellectual Property Rights and will take all necessary measures to preserve and protect these rights.

6.8 It is understood that neither the POEMS Services nor the information provided in the POEMS Services constitute a solicitation or an offer by the Company to purchase or sell the Securities or an investment advise.

6.9 The Company makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use or purpose in relation to the information furnished under POEMS Services, including but not limited to investment advise and/or access to information or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.

6.10 The Client agrees to permit the Company and/or the SEC and/or the SET to have access to the Client's terminal as the Company and/or the SEC and/or the SET may request and to cooperate in answering any of their queries in relation to any aspect of POEMS Services.

6.11 The Client agrees and undertakes

6.11.1 Not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial Benefit or



otherwise) the information and/or reports obtained from or through POEMS Services in any manner whatsoever without the express written consent of the Company and not to use the information for any wrongful or illegal purpose.

6.11.2 To notify the Company forthwith of any failure to receive an appropriate response and/or confirmation that orders have been received and/or executed.

6.12 The Client agrees to pay administration fees relating to the POEMS services and this Agreement at such rate and in accordance with the procedure as determined by the Company.

7. Custodianship

7.1 The Company agrees and undertakes to segregate and record the Clients' Property under the Company's custody deposited for the purpose of purchasing and selling securities. The Company shall segregate and remain the Client's Property in the Custodianship at the Company's or the third party's place, which is strong and secure. In the event that the Client's Property is kept at the third party's place, the Company shall clearly inform the third party that the Property is the Client's Property. In the event that the Client's property is lost or damaged due to the negligence of the Company, the Company will take full responsibility to the client's property in the amount but not exceed the actual damage that incurred from the portion that the Company has to be responsible.

7.2 The Client agrees and authorizes the Company to fully manage or handle the Client's Property. The Client acknowledges and realizes that the Company may proceed to deposit that money in accordance with Relevant Regulations. If the Company faces financial difficulties, such Client's money deposited with the Company will not fall within the scope of protection for the Deposit Protection Agency (DPA) .

7.3 The Company agrees that the Company shall segregate the Client's Property in order to take into its custody under regulation of the Office. The following undertakings shall be deemed as the segregation of the properties in accordance with the above Paragraph:

7.3.1 cash:

(a) segregate by making deposit with the commercial bank, other banks established by the sui generis law, or investing in other means in accordance with SEC's rules and regulations. In case where the deposit in accordance with the first paragraph will be repaid upon the due date, the Company must not have the restriction on pre-redemption;

(b) segregate by keeping in its custody which shall be identified without any doubt that such amount is of the Client;

7.3.2 securities:

(a) segregate by depositing with the Securities Depository Center or the Bank of Thailand;

(b) segregate by keeping in its custody, which shall be identified without any doubt that such amount is of the Client

7.3.3 other properties: segregate by keeping in its custody which shall be identified without any doubt that such amount is of the Client.

7.4 The Company shall take the custody of the Client's Property by itself. The Company shall not appoint any persons as its agent to take custody of the Client's Property.

The provision of the first paragraph shall not include the case where the Company complies with the provision of sub-clause 7.3.1(a) or 7.3.2 (a).

7.5 According to the provision of sub-clause 7.3.1 (a), the Client gives the consent to the Company to invest and or deposit the Client's Property with the financial institutions which directly or indirectly related to the Company as the parent, subsidiary, or associated company. In this regard, this Agreement shall be deemed as a written consent to such investment.

7.6 The Company shall not perform any act to create, alter, transfer, reserve, or extinct the Client's right in the Property without or not complied with the order or consent of the Client or the person authorized to order on the Client's behalf.

7.7 In the event that the Client have right to attend any meeting of the securities' holders occurring from the Client's ownership of the Property under the Company's custody, the Company may present as the Client's proxy for attending to the meeting or voting on behalf of the Client only if:-

7.7.1 the proxy shall not be persuaded or directed by the Company,

7.7.2 the written proxy appointed for a specific event, and

7.7.3 the proxy must be specifically defined what the Client appoints the proxy to vote for each issue in the meeting.

7.8 The Company shall submit to the Client the statement showing all Client's property at least once a month except the month where the Client does not have any transaction causing the movement or the change in the Property in the Company's custody. In case where the Client does not have the transaction for six months consecutively, the Company shall submit the statement to the Client at least once for six months

7.9 The Company agrees to pay the Client for profit or return from the Client's Property kept in the Company's custody and being deposited in the account or any other investment as follows:

7.9.1 The Company agrees to pay for the profit or return from the Client's Property kept in the Company's Custody and being deposited in the account or any other investment at the rate not in excess of which the Company received from the Bank or finance Institution.

7.10 The Client agrees to pay the Company for the custodial fee as follows:

7.10.1 The Client agrees to pay for the custodial fee at the rate already announced by the Company from time to time.

7.10.2 The Client agrees to make the payment by ten days of next month or the date announced by the Company from time to time.

7.11 The Client agrees to comply all regulations and procedures regarding any depository or withdrawal of the Client's Property with or from the Company, the regulation and procedure of the Company in taking custody of the Client's Property, as well as regulation and procedure Regarding the relevant fees formerly employed or shall be employed under this agreement.

In case where the regulation and procedure shall be significantly changed, the Company shall promptly notify the Client of such change.

8. Member of the Securities Depository Center

The Client agrees that the Company may become a member of the Securities Depository Center of the SET and use any services provided by the Securities Depository Center with regard to the Client's Securities. The Client agrees further that the Company shall comply in all respects with the rules, conditions, procedures and practices of the SET, which are applicable to the Securities Depository Center, such as allowing the Company to disclose the name, address and any other details about the Client to the SET.

9. Liability

9.1 The parties agree that when making the Purchase or sale of Securities for the Client under this Agreement, the Company shall not be liable in any way to the Client in the event that the Company is unable entirely or partially to Purchase or sell the Securities pursuant to the order of the Client.

9.2 The Company shall not be liable for any loss, liability, claim, action, damages, or expense arising out of or in connection with its performance or failure to perform any of its obligations under this Agreement unless those caused by its own negligence or willful default.

9.3 None of the Company or its Representative shall be liable to the Client for any loss or damage arising directly or indirectly from the Client's use or

reliance on the information and/or reports accessed from POEMS Services. Neither is the Company nor its Representative responsible should the client fail to gain access to POEMS Services for any reason. None of the Company, its Representative (excepts for fraud directly attributable to the Company) is to have any liability for the Client suffering any prejudice, loss or damage by reason of the information and/or reports being accessed by the Client being incomplete, inaccurate or corrupted.

9.4 The Client agrees not to complain, demand, sue or commence any proceedings against the Company for any damages that the Client incurred as a result of an act or omission to act or a mistake made by the SET or any other person beyond the control of the Company such as damages incurred due to late delivery of Securities certificates.

9.5 In event that personnel of the Company is sought by the Client to assist in performing the Client's obligations under this Agreement, including but not limited to the delivering to or receiving from the Company of payments for Purchase of Securities, receipt for sales of Securities, Securities certificates, Invoices and any other relevant task performed on behalf of the Client etc., the Client further agrees that any losses or damages resulted thereof are solely Client's, for which the Client agrees not to complain, demand, sue or commence any proceedings against the Company.

10. Notice

Any correspondence, notice, or other writing sent to the Client whether registered or not, whether by hand or electronic means, if sent to the Client's address as given to the Company in writing shall be deemed to be duly sent, irrespective of whether such notice shall have been received or whether the same is unable to reach the Client due to any change or removal of the Client without notification of such change or removal to the Company in writing or in case the address is not found. The Client agrees to be bound with the intention appeared in such correspondence, notice or writing.

11. Waiver

In the case where the Company waives any performance by the Client under this Agreement or refrains from exercising the right to terminate this Agreement, it shall be deemed that such waiver or non-exercise is for such incident only

12. Indemnification

12.1 The Client agrees to be liable for all damages that the Company may incur as a result of or in connection with this Agreement or as a result of any action or omission to act by the Client or the Client's Representative. The indemnity shall include any damages that the Company may Incur as a result of a demand or lawsuit brought by other persons causing the Company to be liable under this Agreement a which is not result of any act, omission to act or fault of the Company.

12.2 The Client must indemnify the Company and hold the Company harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to professional fees on a full indemnity basis) arising or which may arise out of the Client's breach or violation of these terms or any statements comments, or remarks made by the Client using POEMS Services or any third party rights, including but not limited to violation of any proprietary or Intellectual Property Rights.

12.3 Provision of sub- clause 12.1 and 12.2 shall be applied for enforcement of performance of any of the terms hereof. This obligation to indemnify the Company shall survive the termination of this Agreement.

13. Termination

13.1 This Agreement has no expiration date. Either party may terminate this Agreement at any time by notifying the other party in writing seven days in advance.

13.2 Notwithstanding Sub-Clause 13.1, termination of this Agreement shall be valid if terminating party performs under terms and condition as follows

13.2.1 The Client shall be entitled to terminate this Agreement at any time by giving prior written notice to the Company by not less than thirty days provided that all Indebtedness shall be made in Full by the Client.

13.2.2 The Client agrees that the Company may, at its own discretion, close the Trading Account without having to notify the Client in advance if the Client has no undertaken any Securities trading transaction with the Company for a period of one year.

13.3 Notwithstanding Sub-Clause 13.1, the Company may at anytime, in its sole discretion terminate and/or suspend without notice and for any reason whatsoever, the Client's right of access to and/or use of any of POEMS Services. In the event of such termination and/or suspension, the Client agrees and consents that Company shall not be liable for any claim, liability or loss including without limitation anticipated profit, which may be suffered by the Client.

13.4 In the event that the Company terminates this Agreement, the Company shall send a written notice to the Client. All Indebtedness including but not limited to interests and expenses in relation to purchase of the Securities in the Trading Account shall be made in full by the Client within seven days from the date of the notice.

13.5 The parties agree and undertake that termination of this Agreement shall not affect the right and duties of the parties, which occur before the termination of this Agreement takes effect.

13.6 The Client irrevocably agrees not to terminate or revoke the authority that the Client has given to the Company pursuant to the Power of Attorney set forth in Clause 2 of this Agreement unless this Agreement is terminated pursuant to Clause 13.

14. Entire Agreement

In the case where any term of this Agreement violates any law or is unenforceable or void at law, both parties agree that the provisions, which are not illegal or unenforceable or void, shall be valid and enforceable.

15. Alteration

In the case where there is an issue, amendment, change of law, notifications, regulations or conditions of the Office of the SEC, the SET, a government agency and any other authority which would affect the terms of this Agreement, the Client agrees that the Company may amend or add to this Agreement so that it will comply with such laws, notifications, regulations or conditions. The Company will notify any change to the Client and the Client agrees to comply strictly with such changes.

However, the Company reserves the right to amend or add any conditions to this Agreement as the Company deems appropriate without having to obtain prior consent from the Client. The Company shall notify such change to the Client and the Client agrees to comply strictly with the conditions that the Company has amended

16. Assignment

The Company may, at any time, assign, transfer, pledge or create any encumbrance in any way whatsoever any of its rights, benefits, obligations hereunder to a third party, without having to notify the Client in advance and receiving any prior consents.

17. Governing Law and Legal Disputes

This Agreement shall be governed by the Laws of the kingdom of Thailand. In case of legal disputes between the Company and the Client arising

from or relating to the Securities Trading under this Agreement, at the requests of the Client, the Company agrees to solve the legal disputes by submitting a complaint to the Office of the SEC in order for such legal dispute to be settled by the Arbitration in accordance with the criteria and procedures as prescribed under Relevant Regulations.

18. Risk Disclosure Statement

18.1 The Client realizes and acknowledges reasons and results of risk during the Company's services in purchasing and selling Securities engaged in or outside the Stock Exchange. Meanwhile, the Client agrees to take the ultimate precaution for his/her authorization to the Company's services in this matter

18.2 The Client acknowledges that the authorization to the Company in purchasing, selling, exchanging, or in any method of transferring or leaving the Client's Property in the Company's custodianship may cause volatility including but not limited to chance in connection with appreciation of the Property's value as well as risk of the Property's depreciation or worthlessness.

18.3 The Client acknowledges that value of the securities, assets, cash, or collateral under the Company's custody during its services to the Client shall not be guaranteed or protected by the Deposit Protection Agency (DPA) as the result that the Client's Property shall be segregated from the Company's properties. In this sense, risk depends upon volatile of economic conditions or other circumstances that may cause appreciation, depreciation, or worthlessness to the Property.

18.4 The Client acknowledges that any transaction he/she allowed the Company to perform is governed by taxation law. This may provide risk to the Client's investment. In this regard, the Client shall seek for assistance from his/her own specific experts in order to minimize such risk,

18.5 The Client acknowledges that authorization to the other or being authorized by the other of holding securities for foreigners in an organization governing by rules of limitation of foreign shares may fall under a specific law providing criminal penalties over the offenders of such convictions. The Company does not assist the Client to engage in or stipulate for such matter.

18.6 The Client acknowledges various types of risks in connection with the Prepaid Account and this Agreement including but not limited to fluctuation of the Stock Exchange Index, the value of Securities, and any risks which may arise due to any amendments in Laws, notifications, rules, and regulations, and acknowledges that entering into this Agreement shall be deemed to be an acknowledgement of all risks relating thereto.

18.7 Orders placed via computer or other electronic means under this Agreement are placed at the Client's sole risk. The Client agrees to check and ensure that such orders have been properly received and accepted by the Company and acknowledges that the use of computer or other electronic means for placement of orders also implies full responsibility that no unauthorized person will have the right to access and use computer or other electronic means via the PIN or Password.

18.8 The Client acknowledges that this statement is unable to disclose all of the reasons and results of the risks associated with; however, the Client agrees to utilize his/her utmost precaution to diminish or to minimize such risks by himself/herself.

Both parties have understood the terms and conditions of this agreement and signed their name in front of the witnesses

Company's Seal
(Only for Corporate Client)

Signed X _____ Client
(_____)

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

Signed _____ Witness
(_____)

Signed _____ Witness
(_____)