

# Securities Pledged Agreement

Executed at : Phillip Securities(Thailand )Public Company Limited

Date.....

Thai agreement is made by and Phillip Securities (Thailand) Public Company Limited having its registered office at 849 Vorawat Bldg. 15<sup>th</sup> Fl., Silom RD., Bangrak, Bangkok 10500; (hereinafter to as the "Company") of one party and

.....  
ID./passport No.....Age.....years  
Resident.....

.....(hereinafter referred to as the "**Pledger**") of the other party.

WHEREAS in consideration of both parties agreeing to regulate any and all transactions relating to the Pledger's account under the following terms and conditions: -

- 1) The Pledger agrees to the Company to pledge the securities and/or any assets acquired by the Pledger in order to guarantee of payment in accordance with the Margin Loan Agreement for Securities Trading (Credit Balance System) made on ..... including with all liabilities at the time of this agreement is made.
- 2) Any additional securities and/or any assets are agreed to deliver for pledging to the Company by whatever way such as by other parties via the Thailand Securities Depository Company Limited system resulted to the acquisition of the company with the purpose of pledging. Such delivered securities and/or assets are assumed to be pledged by this Agreement.
- 3) During this Agreement is being validity, the Pledger agrees to allow the Company to receive any dividends derived from the pledged securities and shall agrees to allow to exercise to set off the money received against any of the indebtedness in the Margin Account at that time. In case any excess of the money shall be recorded as the balance remained in the Margin Account of customer, this is to include the right of voting made on behalf of the Pledger.
- 4) Customer and/or the Pledger shall maintain the value \of the pledged securities and/or assets to the Maintenance Margin Requirement at the ratio Not less than ...35%.. from time to time after the Margin Loan was used. If the Value of such all pledged equities is equal to or less than minimum margin requirement as specied by the Company. The Company shall be entitled to enforce the obligations from the securities placed as collateral from the next working day until the total value of equity is higher than minimum collateral value.
- 5) The Company shall be entitled to enforce on the pledged securities or assets by taking an auction or any other way specified by the Stock Exchange or Promissory Note is to be collected without any notice sent to the Customer and/or the Pledger. Fund obtained from the said execution will be set off against the indebtedness as per the Company's regulations.
- 6) Any correspondence, notice, or other writing sent to the Client whether registered or not, 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.
- 7) If the Company is not entitled for any rights by this Agreement to the Pledger, it will be effected from time to time. Not considered to renounce such rights to the Pledger.
- 8) In the event that any provisions of this Agreement is contrary to any laws or is unenforceable or void by the rules, regulations and notifications of the Stock Exchange or SEC or by any reason, the parties agree that the remaining provisions shall continue to be enforceable.

**IN TESTIMONY WHEREOF, both parties have understood all provisions of this Agreement and therefore subscribe their signatures in the presence of witnesses.**

Signature .....

Pledger

( ..... )

Signature .....

Company

**Phillip Securities (Thailand ) Public Company Limited**

Signature ..... Witness Signature ..... Witness

( ..... )

( ..... )