# Account opening instructions and supporting documents for account opening (Individual Type)



### Document for initial account opening for individual in Thailand (with certified copy)

- 1. Proof of identity
  - 1) Original ID card (for customers to verify their identity by Dip Chip method)
  - 2) A copy of ID card (front page), (to be attached with application form
  - 3) A copy of passport (front page)
- 2. Stamp duty 30 baht
- 3. A copy of the first page of the bank passbook Used for applying for 1ATS service
- 4. Copy of financial evidence including
  - 1) Copy of bank account and /or bank statements for the past 3 to 6 months
  - 2) Last month balance statement
  - 3) Salary slips for the last 3 months or salary certificates
  - 4) Other financial evidence that have not matured, such as debt instruments, saving bonds etc.
- 5. Copy of name-surname change document
- 6. The company may consider requesting additional documents for account opening (if any)

### Recommend for opening account

- 1. Fill in the details in the account opening application form along with submitting documents/evidence for opening an account completely in order to carry. If the information or supporting documents are incomplete, the company reserves the right not to proceed with the considering the account opening until it is completed.
- 2. Sign the entire of documents to match. Both in the application document for opening an account and supporting documents for opening an account.
- 3. The officers must verify your identity with the following method
  - 3.1 Dip Chip method as follow
    - (1) Verify the identification card with the identification card reader (Dip Chip) and verify the information with the evidence issuer (DOPA)
    - (2) Take a picture of your face with your identification card
    - (3) Copy of front page of identification card
    - (4) Sign your name as evidence
  - In. The event that the Dip Chip cannot be made because the old ID card does not have Chip or the life in the damage card. Let you attach documents evidences issued by the government agency, such as a copy of house registration and photo evidence such as driver's license or government official / state enterprise identification card, etc.
  - 3.2 Or NFC via smart phone or any other specified by the company
- 4. In case of the client is a highly worth investor or institutional investors attach the documents confirmation being a large investor with an evidence document.
- 5. In case of client is a high net worth investor or institutional investors Attach documents confirming being a large investor and evidence showing being a large investor with documents set to open this account too
- 6. In case of having a proxy proceed as follows
  - 6.1 Attach a power of attorney signed by the customer and attorney
  - 6.2 Copy of identification card (front page) of the attorney
  - 6.3 Identification documents of the attorney
  - 6.4 Stamp duty 30 baht

### note:

- 1. You can complain about the performance of employees the affect customers. Complaints can be sent to 0-2672-5999 ext 5907, 5921
- 2. You can request a copy of the counterparty through the account administrator



# Application form (Individual Type)

					Date				
						e with the terms and conditions of an account with the company as			
	General investor				High net worth investors or institutional investors (1)				
Account type	Cash	Credit Bala	ce $\square$ DRx	Account type	Structure Note	☐ LiVE Exchange ☐ BEX (OTC)			
	Cash Balance	$\square$ SBL	Off Shore			Other			
	☐ TFEX	☐ Mutual Fund	1						
1. Personal	data								
Customer na	ıme □ Mr □	Mrs	: 🗖 Other						
Age				Date o					
			=			cified			
					•	ate///			
House registr		Address by o	country of nation	ality NoMo	oo no Bu	ilding/Village			
		Sub district	·	District	Pr	ovince Zip			
	Country								
Highest educ		□ Rach	olor dograd	☐ Bellow bachelor o	dograo				
_ / 1.5010 5	actions acgives		o.o. aog.oo		a-9				
Building/villageneers  Occupation Stype of busi	geCountr spouse (pleas ness	Subsectify)	district district es please speci	fy	strict	Province			
Career information	on and source of in								
☐ Business owne	er. Gove	rnment officer.	Retirement.	☐ Agriculturist.	☐ Company emplo	oyee.			
☐ Freelance.	House		Politician.	_					
				ner, family busin	•				
Gems gold	•	Casino	e, business ow	•	itment agency	☐ Antique trading			
			l loan business not	against the law 🖵 Ent	0 ,	☐ Travel industry/ travel agency			
☐ Foreign curre	ency exchange	Domestic of	or international mon	ey transfer 🔲 Hotel/F	Restaurant	☐ Financial service/Bank			
other pleas	se specify								
Workplace addre	ess			Position	No	Floor			
Building/village		Alley	F	Road	. Sub district	District			
Province	Z	Zip code	Countr	yTele	ephone				
Income per mon	th	0 $\Box$	15,001 - 30,000	30,001 - 50,000	50,001 -	100,000 🗖 100,001 - 500,000			
	500,001	- 1,000,000	1,000,001 - 4,000,00	00 4,000,001 – 10,0	$00,000$ $\square > 10,000,$	.000			
Source of incom			Salary/wages.	Investment	· ·	retirement money.			
Source of incor	ne 🛭 Thailar	nd 🔲 Other co	ountry please spec	ify					



# Application form (Individual Type)

Contact inform	ation			
Mobile number		E-mail		
Current address.	☐ House registration a	address 🔲 workplace	address 🔲 other No	Moo no
Building/village	floor	Alley	Road	Sub district
District	Pr	ovince	Zip code	Country
Contact person in ca	ase of emergency. Name -	- Surname	Relationship	Telephone number
Mailing addres	S			
House registration	address	Current address	☐ Workplace address	
🗖 E-mail (if you ch	oose e-Mail channel, the	company will send docu	ments through this channel only	<b>'</b> )
2. Settlement fo	r securities trading			
Settled by ATS				
□ BBL	☐ KBANK	□ <sub>SCB</sub>	☐ KTB	□ <sub>UOB</sub>
□ ттв	BAY	☐ CIMB	☐ LH BANK	
Branch	Account no	0	Account type	Saving account.   Current
	lividend transfer to a	ccount (E-Dividend)		
Pay to ATS above Pay to bank		anch Ac	count no	Account type
****please attach a	copy of the front page o	f your bank account book	with certified signature****	
Notes:				
<ol> <li>The shareholder i been transfer to the</li> </ol>	•	ny will receive the withhol	ding tax certificate as evidence	as before. After money has
		the bank account the sec	curities registrar will issue a Che	eque and deliver to the address
specified.	,		J	•
3. Investment in	formation the ability	to invest and Type of	finvestors	
	•	·	•	Name-Surname
Nationality				
·		·		
			he actual beneficiary of the trans For retirement   Other	
Experience in invest	ing securities 🔲 Never	☐ Ever please specify	Years Other securities com	nanies contracted



# **Application form (Individual Type)**

4. General data	
Reference NO Company staff Customer Other	er
If yes please specify Name – Surname	Relationship
Relationship with employees of Globlex securities co.,ltd  NO Y	es Name-SurnameRelationship
You are employee Globlex securities co.,ltd  NO Yes Departm	ent
You are employee of other securities company.   NO Yes Speci	fy the name of the securities company
	Every Please specify
	institution? Never Ever Please specify
You are a politician or a family member or being close to a person with po	·
□ NO □ Yes , please specify political position or involvement with pe	ople of political status
notes:	
Type of high-net-worth investors (1) means investors wishing to trade by	onds and/or short term bills of exchange these include OTC fixed income
	orm to confirm their status as a high net worth investor and attach additional
supporting documents for being a high net worth investor as defined <sup>(i)</sup> , inc	luding documents agreeing to the term and conditions and document
acknowledging the risks in that product.	
(1) Definition of <u>high net worth investor and institutional investors</u> m	ean
Financial position	Knowledge or experience according to one characteristic or another.
Individual with net assets of 30 million baht or more(excluding the value	
of real estate as a resident)or have an annual income of 3 million baht	Experience working in Financial and Investment Management, or
	Experience working in Financial and Investment Management, or Experience investing in risky assets on a regular and continuous basis,
or more, or have direct investment in securities or derivatives of 8	
<i>,</i>	Experience investing in risky assets on a regular and continuous basis,
or more, or have direct investment in securities or derivatives of 8	Experience investing in risky assets on a regular and continuous basis, or Have sufficient knowledge and understanding of invested securities
or more, or have direct investment in securities or derivatives of 8	Experience investing in risky assets on a regular and continuous basis, or Have sufficient knowledge and understanding of invested securities or be an investment advisor or planner. investment approved by the Office or Obtain a certificate in one of the courses  1) Chartered Financial Analyst (CFA)
or more, or have direct investment in securities or derivatives of 8	Experience investing in risky assets on a regular and continuous basis, or Have sufficient knowledge and understanding of invested securities or be an investment advisor or planner. investment approved by the Office or Obtain a certificate in one of the courses  1) Chartered Financial Analyst (CFA) 2) Certified Investment and Securities Analyst (CISA)
or more, or have direct investment in securities or derivatives of 8	Experience investing in risky assets on a regular and continuous basis,  or Have sufficient knowledge and understanding of invested securities  or be an investment advisor or planner. investment approved by the  Office or Obtain a certificate in one of the courses  1) Chartered Financial Analyst (CFA)  2) Certified Investment and Securities Analyst (CISA)  3) Chartered Alternative Investment Analyst (CAIA)
or more, or have direct investment in securities or derivatives of 8	Experience investing in risky assets on a regular and continuous basis, or Have sufficient knowledge and understanding of invested securities or be an investment advisor or planner. investment approved by the Office or Obtain a certificate in one of the courses  1) Chartered Financial Analyst (CFA) 2) Certified Investment and Securities Analyst (CISA) 3) Chartered Alternative Investment Analyst (CAIA) 4) Certified Financial Planner (CFP)
or more, or have direct investment in securities or derivatives of 8	Experience investing in risky assets on a regular and continuous basis,  or Have sufficient knowledge and understanding of invested securities  or be an investment advisor or planner. investment approved by the  Office or Obtain a certificate in one of the courses  1) Chartered Financial Analyst (CFA)  2) Certified Investment and Securities Analyst (CISA)  3) Chartered Alternative Investment Analyst (CAIA)

(2) The definition of a <u>politician</u> means a person holding or having held such position in the country or abroad such as head of state or government, ministers, government officials, independent organization, organizations or military holding high-ranking position of state enterprises or government agencies key players in political party

<u>Family members</u> mean (1) father, mother, children, adopted children (2) sibling of the same parents or half-brother and half-sister (3) spouse or common law marriage who is in political status as follow (1), (2)

<u>Closely</u> mean (1) a person who look after asset and interest of a person holding a position or having political ties (2) a person having business relationship with a politician

<u>The definition</u> of a beneficiary is the natural person who is the true owner or has a power to control the transaction or the person conducts the transaction on behalf of

# Suitability Test\*



	Please answer all que	estion for assess suit	ability with acceptable risk	Poir
1) Your age				
1. Over 60 years.	2. 45-59 years	☐ 3. 35-44 years	☐ 4. Below 35 years	
2) At Present you have finar	ncial burden and expenses fo	or instance, mortgage, auto fi	nance personal expenses and family expenses	
□1. more than 75 percent of t	total income.   2. betw	een 50 to 75 percent of total inco	me.	
□3. between 25 to 50 percent	t of total income. 4. Less	s than 25 percent of total income.		
3) How is your financial stat	tus			
☐1.Possesses assets lower to		ssesses assets equal liabilities		
☐3. Possesses assets exceed	ding liabilities. □4. Confi	ident that saving or investment a	e sufficient for living after the retirement	
1) your prior investment ev	periance in any group of thes	se assets (may select more th	nan 1 itam halow)	
			ian i kem below)	
□1. Bank deposits		t bond or government bond fund		
□3. Debentures of fixed incor	me tund. 4. Common sha	ares or equity fund or any other a	ssets with high risk	
5) Period of your investment	t target			
☐1. Not exceeding 1 year.	☐2. 1 to 3 years.	□3. 3 to 5 years.	□4. Exceeding 5 years	
6) Main objective of your inv	restment			
	and receive constant return, but	may be lowered returns		
☐ 2. Focuses on opportunity to	o receive constant return, but ma	y risk losing partial part of the pri	ncipal	
□3. Focuses on opportunity to	receive higher return, but may ri	isk losing major part of the princip	nal	
☐ 4. Focuses on highest return	n in the long term, but may risk lo	osing major part of the principal		
7) when consider the compe	ensation of investment group	s that may take, which group	do you prefer to invest the Most	
30% 25% 20% 15%				
	2 Profit			
-196 -196 -5% tone	ทุน Loss			
0 0 0 0	☐ 1. Investmen	t group 1 has an opportunity	to receive compensation of 2.5% without incurring any losses	
		t group 2 has an opportunity	to receive highest compensation of 7% but may incur	
		t group 3 has an opportunity	to receive compensation of 15% buy may incur some	
	4.Investment	group 4 has an opportunity t	o receive highest compensation of 25% but may incur	
	some losses ι	<i>ιρ το 15%</i>		
8) If you choose to invest in 1. Worry and panic, fear of I		unity to receive high compens	sation, but may also incur substantial losses, How do you feel	
□3. Understand and accept v	rolatility. 🗆 4. Not worry r	egarding high losses and hope to	receive higher compensation	
· <u> </u>		r investment changes (lower		
<b>山</b> 1. 5% or lower.	2. Exceeding 5-10%.	☐ 3. Exceeding 10-20%.	☐4. Higher than 20%	
10) If you invested Baht 100	0,000 and you discovered tha	at your investment is lowered	to Baht 85,000 this year, how would you feel	
☐1. Frightened and need to s☐3. Be patient and wait for the			adjustment to the investment by investing in low risk assets fidence because it is long-term investment and will increase Investment in e the cost	
Question 11-12 are used as	additional information for given	ving advice (not counting poil	Results based on your selected score	
Applied only derivatives and	structured note investment			
11) Through successful deri your investment and may ha   A) Unacceptable.	ave to reimburse parts of the		d to receive high return, but if the investment had failed, you may l	lose all
For abroad investment	t risk. Could you accept fore	***************************************		
☐ A) Unacceptable.		C) acceptable (5)		



# **Suitability Test**

### Assessment results, suitability test and basic asset allocation recommendations (Basic Asset Allocation)

		Debt investment proportion					
Investor type	Risk. Level	Deposit and short-term debt instrument	Government sectors debt instruments having maturing exceeding 1 year	Private Sector Debt Instrument s	Proportion Investment	Proportion investment optional	Suitable financial instruments
<15 Point	Low		> 60%	< 20%	< 10%	< 5 %	Debt instruments/Equity instruments (small portion) /Mutual fund with risk level1
15 – 21 Point	Medium to low	< 20%	< 70%	/ <sub>0</sub>	< 20%	< 10%	Debt instruments / Equity instruments (partial portion) / Derivatives (small portion) / Mutual fund with risk level 1-4
22 – 29 Point	Medium to high	< 10%	< 60%	<b>%</b> 0	< 30%	< 10%	Debt instruments/ Equity instruments (partial portion) / Derivatives (small portion) / Mutual fund with risk level 1-5
30 – 36 Point	High	< 10%	< 40%		< 40%	< 20%	Debt instruments/ equity instruments (medium portion) / Derivatives (partial portion) / Mutual fund with risk level 1-7
≥37 Point	Very high	< 5 %	< 30%	<b>%</b>	> 60%	< 30%	Debt instruments / Equity instruments (Substantial portion) / Derivatives (partial portion) / Mutual fund with risk level 1-8
	Commodities and derivatives Included						

Investor type	Level of risk	Investment unit type	Investor type	Tolerance and suitable type of financial instrument
Low risk <15	1	Local money market fund	You are Low- risk investor mean you have small tolerance for investment risk. You require an investment return slightly higher than bank deposit rates and aim to invest over the short term	- Debt instrument - Equity instrument (small portion)
Low to medium risk 15-21	2 3 4	Money market fund Government bond fund Fixed income fund	You are Medium-to-moderate-low-risk investor. This type of investor has rather small investment risk tolerance. You emphasized on capital protection and aim for regular income generated from investment.	- Debt instrument - Equity instrument (Partial portion)
Medium to high-risk 22-29	5	Balanced Fund	You are Medium-to-moderate-high-risk investor. This type of investor is able to accept investment loss occasionally.	Debt instrument     Equity instrument (Partial portion)
High risk 30-36	6 7	Equity fund Sector Fund	You are High-risk-investor. This type of investor is able to accept high investment risk high market volatility and can accept investment loss with an aim for investment value grow over the long term	- Debt instrument - Equity instrument (quite a large portion) - Derivatives (Partial portion)
Very high risk up to 37	8	Mutual Fund that invests in alternative investment	You are A very high-risk investor. This type of investor is keen for opportunities to generate a high return and is able to accept substantial risk and can accept quite high investment loss.	- Debt instrument - Equity instrument - Derivatives (Partial portion)

Note: Investor who are over 60 years old or those who have no experience in investing, please be careful and should study the information before making decision



## Suitability Test Investment Suitability Assessment Form Suitability Test

## Warning

- Customer Risk Profile, this set is intended for customers to acknowledge the suitability of investments that they accept and acknowledge Basic Asset Allocation Recommendation The investment allocation proportion shown in this form is just a sample of basic asset allocation recommendations based on the results of the evaluation.
- Investment contains risks, so before making an investment decision, clients should study the information and consider other factors in investment planning, such as financial status. Or consult an investment advisor for further appropriate advice.
- The customer agrees to provide information to the company, and/or company officers to support the preparation of a customer investment suitability assessment form and the client acknowledges that he has conducted this questionnaire for the purpose of acknowledging the suitability of investments and providing preliminary advice on the allocation of their own investments.
- The Customer represents and confirms that the information provided is accurate and complete, does not cause any material misrepresentation to any person.
- The level of suitability for investment is assessed only based on the information provided by the client to the Company and/or its officers. This does not represent that the Company endorses the authenticity, completeness or reliability of the Customer's information provided by the Customer and the results of such assessment.
- When the Company and/or its officers conduct an investment suitability assessment of the Client and inform the Client of the Client's investment suitability assessment results and the initial recommendations for investment allocation, the Client is deemed to be aware of the results of his own assessment and the Client acknowledges the level of investment suitability, including the initial recommendation for investment allocation (which is based on the information provided by the Customer to the Company and/or its officers).
- The Customer should carefully study the information in the prospectus and related information documents (including investment warnings and investment risks, and should seek investment advice from those who can provide investment advice to customer) carefully along with studying the results of the assessment of investment suitability levels in order to make investment decisions in securities. Futures contracts, instruments or other types of investments that suit oneself and then make an investment decision. Investment information or instruments provided by the Company's representatives (if any) are only supporting the investment decisions of the client.
- The investment is based on the customer's own decision, which is not bound by the customer's assessment results, may not meet the level of suitability for investment received, and may not meet the initial recommendations for investment allocation according to this assessment form. In the event that the client decides to invest in a level of risk higher than the appropriate level of investment from the assessment results, the client agrees to accept the risk of such investment. The Client acknowledges that the Customer's investment operations may not be in accordance with the assessment results and may be uncertain and may vary from the assessment results.
- The company as an intermediary in selling various types of instruments It provides information about the characteristics and risks of that instrument. for the investment decision of customers only
- The company, executives, including employees company staff There is no liability, burden or duty for any damages. arising from the client's investment
- The company reserves the right to amend, improve or change the customer's investment suitability assessment form. Clients Examples of preliminary advice on investment allocation, assessment results and related information Without any prior notice required. related actions and related information are provided for the purpose of providing services only to investors in Thailand. The customer has read the above warnings and related information and the customer has already understood and agreed to the warnings and related agreements.



These Terms and Conditions by and between

- (1) **Globlex Securities Company Limited,** whose registered office is located at 87/2 CRC Building, All Seasons Place, 12th Floor, Wireless Road, Lumpini, Pathumwan, Bangkok 10330 (continued to in these Terms and Conditions referred to as the "Company") on the one hand, and

### 1. Primary message

- 1.1 These terms and conditions are made to set out the conditions, rights, duties, responsibilities, representations, and practices. Generally related to transactions that customers have entered into or will enter into with the company. under the relevant transaction documents as follows:
- Transaction documents
- Testimonials
- Orders and reports
- Terms of indemnity and liability.
- Collateral and assets of customers
- Internet transactions and via telephone
- The cause of the customer's default.
- Risk and discretion of customers in making decisions.
- Termination of a transaction. and the consequences of terminating the transaction
- 1.2 Each type of transaction will have additional terms and conditions specific to each transaction. with additional requirements related to each type of transaction and any other relevant documents are considered part of these Terms and Conditions of Financial Services
- Additional Terms and Conditions Regarding the Appointment of Cash Agent/Broker
- Additional Terms and Conditions Regarding Securities Borrowing and Lending
- Additional terms and conditions relating to the appointment of foreign agents/brokers.
- Additional terms and conditions relating to investment in securities to be issued and offered for sale by Globlex Securities Co., Ltd
- Additional Terms and Conditions Regarding the Appointment of an Investment Unit Trading Agent (Omnibus Account)
- Additional Terms and Conditions Regarding the Appointment of a Futures Trading Agent (TFEX)
- Additional terms and conditions regarding opening a mutual fund account through FundConnext service.

Specific requirements for each type of transaction It is an integral part of these financial services terms and conditions. and binding between the company and the customer Only when the customer has entered into that type of transaction with the Company without the customer having to sign the additional terms of that transaction again. or means in the event that the customer does not use that service of the Company, the customer will not be bound by the additional terms specific to that type of transaction. Therefore, the customer must read the terms and conditions relating to the provision of financial services together with the additional terms and conditions specific to the transaction that the customer uses the service from the Company. Because each type of transaction has different transaction risks. Clients are therefore advised to read and study the risk disclosure documents attached to the additional terms of such transactions before deciding to enter into each type of transaction.

### 2. Definitions and interpretations

- 2.1 the following words if not specifically defined or is not defined in the additional terms relating to each specific type of transaction. to have meaning as defined below
- (A) "Law" means the Securities and Exchange Act B.E. 2535 (1992) means the Futures Contracts Act B.E. 2546, ministerial regulations, regulations, announcements, circulars or orders issued by the Securities and Exchange Commission. Securities and Exchange Commission Capital Market Supervisory Board stock exchange Derivatives Market agency Bank of Thailand Clearing House, Securities Depository, Association of Thai Securities Companies Thai Bond Market Association, Office of the Consumer Protection Board Revenue Department or associations related to securities business, as well as any other laws and regulations that may be related to investment. Export/Import of Money or Investment Assets Anti-Money Laundering and Terrorism or other matters, including rules, orders, announcements (whether effective or not) issued by governments, government agencies or legal authorities (both domestic and foreign) applicable under the terms and conditions hereof or as amended.



- (B) "Internet transaction" means a transaction made through a system that has the following characteristics:
- (1) Public network
- (2) Internet service provider (ISP) that provide public service and
- (3) There is a computer system used to receive or send trading orders via the Internet. (Order management) separate from the computer system used to receive or Send trading orders through the Company's authorized personnel (broker front office) or trading via other internet access and/or other electronics methods that stock market and/or derivative market and/or Office of the Securities and Exchange Commission and/or Capital Market Supervisory Board set to be trade through the internet
- (C) "SEC" means the Securities and Exchange Commission and/or the Securities and Exchange Commission and/or the Capital Market Committee
- (D) "SET" means the Stock Exchange of Thailand. Trading Center futures trading center and a central source for trading in other securities both domestically and internationally
- (E) "Derivative market" Thailand Futures Exchange Public Company Limited Futures Exchange or Derivatives Exchange and a central source for trading in futures contracts both domestically and internationally
- (F) "Username" means a group of letters. and/or numbers established by the customer which has mutually agreed with the Company that it is a symbol indicating the access to the company's system by the customer, who must use the user's name together with the password (Password).
- (G) "Password" means (Password) means a group of characters. and/or numbers established by the customer which has agreed with the Company that it is a symbol indicating the access to the company's system by the customer, who must use the password together with the user's name (Username)
- (H) "Transaction" means stock trading and/or futures trading and/or trading of securities to be issued and offered for sale by the Company and/or borrowing for securities trading and/or borrowing and lending of securities and/or trading of foreign securities and/or trading of securities to be issued and offered by the Company and/or trading of investment units openly and without disclosing the name of the investment unit holders Including other transactions that the Company additionally stipulates to be enforced under these Terms and Conditions and the specific terms and conditions according to the additional terms related to each type of such transaction.
- (I) "Company Account for Clients" means the deposit account under Clause 3.2 (C).
- (J) "Transaction account" means a securities trading account. Derivatives trading account Securities trading loan account Securities Borrowing and Lending Account Foreign Trading Account Investment unit trading account (Omnibus Account) or any other account opened by the client with the Company in relation to customer transactions unless specifically defined
- (K) "Bank account for automatic debit with the Company" means the deposit account under Clause 3.2 (D).
- (L) "Electronic Transactions Act" means the Electronic Transactions Act B.E. 2544 as amended.
- (M) "Derivatives Act" means the Derivatives Act B.E. 2546 as amended.
- (N) "Securities Act" means the Securities and Exchange Act B.E. 2535 as amended.
- (O) "Personal Code" (PIN ID) means a group of numbers that the Company delivered to customers or a group of numbers later determined by the customer. where the customers and the company mutually agreed to be an indication of the Customer's transactions under these Terms and Conditions.
- (P) Customer" means a person, group of people, company, partnership or juristic person. And in case the customer consists of more than one group of persons, "client" shall include any or all persons of such group, as the case may be, and shall include any person assigned or consented by the client to purchase or sell securities. or any other actions according to these terms and conditions on behalf of or on behalf of the customer as well
- (Q) "Business Day" means the day on which commercial banks are generally open for business in Bangkok. which is not Saturday or Sunday or the date announced by the Bank of Thailand as a commercial bank holiday
- (R) "Transaction Limit" means the amount of credit limit determined by the Company at its sole discretion. In order to allow the customer to incur any debts and obligations with the Company for each type of transaction and the total transaction. The transaction limit for each type of transaction may be set differently.
- (S) "Website" means the Company's website under the domain name www.globlex.co.th or in other domain names that may be added or changed in the future.
- (T) "Securities Depository Center" means Thailand Securities Depository Co., Ltd. and/or any individual, juristic person, or organization permitted by law to be a center for securities deposit and withdrawal services. Including related services for the purpose of securities clearing. and provide other services related both domestically and internationally
- (U) "Securities Depository Center" means Thailand Securities Depository Co., Ltd. and/or any individual, juristic person, or organization permitted by law to be a center for securities deposit and withdrawal services. Including related services for the purpose of securities clearing, and provide other services related both domestically and internationally
- (V) "SEC Office" means the Office of the Securities and Exchange Commission.



- (W) "Clearing House" means Thailand Clearing House Co., Ltd. and/or any other person, juristic person, or organization permitted by law to be a settlement center. Including related services for the purpose of payment and other services related both domestically and internationally
- (X) "Foreign Regulatory Authority" means an authority under the Securities and Exchange Act. or any other similar laws related to foreign capital markets.
- (Y) "Force Majeure" means force majeure as specified in the Civil and Commercial Code.
- (Z) "Cause of Default" means the cause as specified in Clause 11.
- (AA) "Transaction Documents" means these Financial Services Terms and Conditions, including any additional terms applicable to each type of transaction. (Whether stated in these Terms and Conditions or that will be sent to additional clients in the future) Investor's Guide, Clarification Documents, Risk Disclosure Documents for opening a customer account Including various forms of documents related to all transactions
- (AB) "Securities" means securities under the Securities Act in the securities depository system of the Securities Depository Center. or securities for which the Bank of Thailand acts as the securities registrar and/or any other securities specified by the Office of the SEC as of the date of this contract. and further in the future
- (AC) "Listed Securities" means securities that are listed or are authorized to be traded on the Stock Exchange of Thailand.
- (AD) "Currency" means collateral for a transaction. The customer agrees to give it to the company. as agreed under the rules set by the SEC Office
- (AE) "Report Document" means Securities Trading Confirmation and/or Derivatives Trading Confirmation and/or Securities Borrowing and Lending Confirmation Letter. and/or documents confirming any other transactions and/or monthly investment reports (Monthly Statement), including information, reports, and any other documents
- 2.2 Unless expressly defined otherwise or appear to have other intentions All wording in these Terms and Conditions shall have the meaning as provided. Defined in relevant laws and regulations. In the event that the definitions given in these Terms and Conditions conflict or are inconsistent with the law and related regulations Definitions as defined in applicable laws and regulations apply.
- 2.3 reference to any law or provision of any law shall include the amendment or the enactment of a new law or legislative provisions issued and applicable enforce instead of that law including rules and regulations issued under that law
- **2.4** The topics set forth in these Terms and Conditions For reference purposes only. It does not affect the interpretation of the contents of these Terms and Conditions in any way.
- 2.5 In case the customer is a group of more than one person by opening a joint account for conducting transactions with the Company Such person will be treated as a joint debtor. They shall be jointly and on behalf of each other liable under the terms and conditions of these Terms and Conditions.

### 3. Transaction documents

- 3.1 Application of transaction documents
- (A) The customer agrees and is bound by these terms and conditions. Including additional terms for each type of transaction as set out in the annex, and this condition
- (B) The Customer agrees that these Terms and Conditions shall apply to all types of transactions that the Customer has entered into with the Company. In the event that the Customer enters into or orders the Company to enter into any additional transactions, the Customer agrees that the Customer agrees to be bound by these Terms and Conditions and the specific terms that set out the additional conditions of each such type of transaction, without the need for the Customer to enter into or sign these Terms and Conditions or any additional documents. However, as proof of transaction confirmation, the Company may require customers to make or sign documents. Confirm the transaction. Before or after entering into or ordering the Company to enter into a transaction.

Additional terms for each type of transaction will apply to the Client only if:

- (1) The Client has agreed to enter into and/or enter into such related transactions in the manner specified in the Additional Terms for each type of transaction. or as specified by the Company and
- (2) The company accepts service to customers whether in written form or not.

However, in the event that there are additional requirements relating to other types of transactions Other than those specified or included in these Terms and Conditions, the Company shall only send such additional terms to the Client, provided that such additional terms shall apply to the Client only if the Client enters into such additional transactions. with the company

The Company reserves the right to refuse to provide all or some types of transaction services if the Company deems that the Customer is not sufficiently suitable for the transaction or the Company's services may be contrary to or contrary to the law or for any other reason at the Company's discretion. referee Employees, agents or representatives of the Company



- (C) Customer agrees that These Terms and Conditions Additional terms and conditions for each and all transaction types. (Whether stated in these Terms and Conditions or that will be sent to additional customers in the future) Account Opening Documents including documents various forms related to all transactions will be considered as a single contract which will be collectively referred to under the definition that "Transaction documents.
- (D) In entering into a transaction between the parties; Upon agreement and confirmation from both parties that the transaction will be entered into. (Whether such agreement and confirmation is made in writing. This is done via the Internet, telephone or any other form as determined by the Company. Such transactions shall be deemed to be binding on the parties immediately and the Company. The Company has the right to adhere to and execute the instructions or agreements received from the Client as the Company deems appropriate, even though at the time of such confirmation and agreement, the Customer may not have signed any documents under the transaction documents and forms relating to the transaction. In addition, the Customer is obliged to submit a signature sample together with a copy of the Citizen ID Card/Passport/Alien Identification Document, as the case may be, to the Company through channels and/or in the method specified by the Company, otherwise the Company has the right to suspend or reject any transactions of the Customer as the Company deems appropriate without prior notice to the Customer.
- (E) In the event that the provisions of these Terms and Conditions conflict with the provisions of the Additional Terms relating to transactions entered into by the Customer; The provisions of the Additional Terms relating to the transactions entered into by the Customer shall apply only to the extent that the transactions entered into by the Customer shall apply only to the particularity of the transactions entered into by the Customer, but in the event that any provision in these Terms and Conditions is an extension or addition to the terms of the Additional Terms relating to each type of transaction or any agreement in the Additional Terms relating to each type of transaction is an extension or addition to the terms of these Terms and Conditions. In such cases, the agreement shall not be deemed to be in conflict.
- (F) In the event that the Customer has entered into or signed a contract; Prior to entering into and signing these Terms and Conditions and related transaction documents, these Terms and Conditions and related transaction documents shall constitute the entire agreement between the Client and the Company and supersede any agreements and agreements between the Client and the Company regarding the provision of financial services or related transactions prior to the Company.

### 3.2 Account opening for transactions

- (A) For the execution of transactions under these Terms and Conditions relating to the provision of financial services; The Client agrees to fill out the form and sign the Customer Account Opening Document. Power of Attorney Letter requesting direct debit from bank account and other related documents in the form specified by the Company, including delivery of documents. Once the Company has reviewed the transaction documents and agreed to open an account for the Client, the Company will notify the Client and send the account number for use in the Client's transactions under these terms and conditions relating to the provision of financial services, including all related transaction documents (hereinafter referred to as the "Transaction Account").
- (B) The Customer has read and acknowledged the clarification from the Company's employees regarding laws, terms and conditions relating to financial services, as well as all other related transaction documents and agrees to strictly comply with them.
- (C) The Client agrees to transfer the Client's cash to a deposit account in the Company's name for the Client or other account of the Company according to the details of the name and account number notified to the Client (hereinafter referred to as the "Customer Account") in the amount, method and within the period specified by the Company, whether it is a deposit to open an account or any additional deposit, including additional deposits derived from proceeds from the sale of securities or other funds (including interest received by the Company from money deposited or given to such Company). Details appear in the evidence of receipt of funds issued by the Company to customers from time to time.
- (D) The Customer agrees to have a Bank Account in the Customer's name as detailed in the name and bank account number provided to the Company by the Customer and the Customer has submitted a letter requesting for debit from the Bank or by any other means to consent to the Bank debiting money from such Deposit Account. and maintain sufficient deposits to cover the payment of existing liabilities with the Company (hereinafter referred to as "Automatic Debit Bank Account with the Company") in the manner and within the period specified by the Company, and where the Customer and the Company or either party have the obligation to pay debts and/or binding each other in accordance with the terms and conditions relating to the provision of financial services or any other contracts or accounts entered into or held by the Customer with the Company. It is considered as a method of repayment of debts and/or obligations of the customer to the Company or of the Company to the customer in accordance with the terms and conditions relating to financial services. All parties are aware of the rules. The Bank's procedures and requirements are clearly defined. It does not deprive either party of the right to pay the debt by other means.

In the event that the Company is required to advance payment of fees for deduction, the Customer agrees to allow the Company to deduct money from the bank account for automatic debit with the Company and/or deduct from the money that the Company must deposit into the bank account for automatic debit with the Company or pay by other methods as determined by the Company. After deducting fees and expenses payable by the Customer, it is the amount that the Company has received for repayment, as the case may be.

(E) The Company has the right at its discretion to agree or refuse to open a transaction account for the Client and to determine the number and type of account for the Client's transaction without giving reason to the Client. The Company has the right at its discretion (but without obligation) to change the number and type of accounts for the Client's transactions.

(11)



### 3.3 Transaction limit

In order to conduct transactions under these terms and conditions relating to financial services, including additional terms and conditions of each type of transaction, the Company will set a transaction limit for the Customer and the Customer may proceed with the transaction within the transaction limit specified by the Company at the Company's discretion. There is no need to give notice to the customer. Setting the above transaction limit It shall not be deemed to limit actual customer liability under or in connection with these Financial Services Terms and Conditions and additional terms of each type of transaction.

### 3.4 Exercise of the right to set off any debts under transaction documents

The parties have the right to set aside all types of debts that are due under any debt settlement transaction document. In the event that the debt between the parties must be paid in different currencies, the Company may offset the debt by changing the currency of one of such debts to the same currency as the other debt using the market rate for normal business use. and in the event of an event of default under the transaction document. The parties agree to pay the parties' debts to each other, and the parties have the right to offset the debt for such debt immediately.

When the parties have settled the debt. If the parties are obliged to pay any amount to each other pursuant to the transaction document, the amount due to each other shall be deemed to have been paid and discharged the liabilities of the payment between them by offsetting such debt. Pay only the net amount payable to the other party, unless otherwise agreed by both parties.

When the counterparty performs the set-off. If both parties are obligated to pay any amount to each other according to the transaction documents the amount due to each other shall be deemed to have been settled and the liability for payment between them shall be released by offsetting such debts. and the counterparty who is obligated to pay the remaining amount Pay only the net amount payable to the other party. Unless both parties agree otherwise.

This clause 3.4 does not apply to cases where the Customer has an order to the Company. Purchase and sell such securities without paying the purchase price of such securities. The client must pay the purchase price of the securities first. The Company will then pay for the sale of securities to customers.

3.5 Exercise of Collateral Enforcement for all Client Liabilities under Transaction Documents
As long as the law permits it. Subject to the collateral agreement set out in clause 8 (collateral) of these Terms and
Conditions, the parties agree that the collateral (including securities, cash or any other assets) that the Company Such
collateral shall be treated as collateral for the sale and/or settlement of the Client's debts for all liabilities of the Client
under all related transaction documents, including expenses, commissions, taxes, interest, advances. and all damages
for which the customer is liable to the Company. Whether it is under account based

### 4. Testimonials and confirmations

- 4.1 The Client has knowledge and understanding of the law. rule Conditions and customs for any transactions in accordance with these terms and conditions as required by the SEC, foreign regulators and/or the stock exchange. Derivatives Market Securities depository, clearing house and/or any other agencies, organizations, associations related to securities business and/or stock exchange, and any other regulatory agencies of the state (both domestic and international) such as self-regulatory organizations, are well defined, and customers will take any action with honesty and integrity that ordinary investors should do. It does not cause damage to the system of each type of transaction. In any case, do not rely on channels or events that are supposed to be abnormal or defective in the system for personal gain (collectively, "Adverse Behavior"). The Client can study the nature of undesirable behavior or inappropriate trading orders on the <a href="www.globlex.co.th">www.globlex.co.th</a> Company's website <a href="mailto:and/or">and/or</a> The Stock Exchange of Thailand's website
- 4.2 The Client certifies that he or she has assets according to the Company's trading limit and has the ability to use financial services. The Customer hereby confirms that the Customer is the true beneficiary and no other person has the final control over the transaction.
- 4.3 The Client has the ability and authority under the law and has taken all necessary actions to enable the Client to lawfully enter into and perform his obligations under the terms and conditions of all transaction documents.
- 4.4 Transaction documents are fully enforceable and binding contracts that can be enforced by the Client to comply with the terms and conditions of the contract, except where the enforceability of the contract may be restricted by bankruptcy law. business rehabilitation or other similar laws affecting the rights of customers in general.
- 4.5 The Client has read and acknowledged the manual and/or clarification documents for each type of transaction as shown on the Company's website and/or received from the Company's officers and agrees to comply with such manual and/or clarification documents.
- 4.6 The entry into these Terms and Conditions or the performance of the Client's duties in accordance with the Transaction Documents shall not violate or shall not violate or cause to the effect of conflict or breach of any of the following provisions: (1) The requirements of relevant laws and regulations. verdict (2) Any other document or contract to which the Customer is a party or binding on the Customer or its assets.





- 4.7 All information and documents provided by the Customer to the Company are true, complete, correct in all respects and do not contain any statements that would mislead the Company, both on the date of delivery of information and documents and on the date of making transaction documents. All in all. The Customer does not conceal or misrepresent any material facts or events. The information and documents received by the Company may affect the provision of services or advice that customers will receive.
- 4.8 The Customer has the absolute right and ownership of all the Client's assets provided to the Company in accordance with the transaction documents and such Client's assets are free from pledges, mortgages, encumbrances, rights of foreclosure or other collateral interests or any other obligations or interests for the benefit of any person other than as notified by the Client in writing to the Company and approved by the Company in writing in advance.
- 4.9 No lawsuits, litigation Any proceedings or proceedings that may arise or occur against clients or their assets in court, arbitration or proceedings of government agencies (both domestic and foreign) that affect or may affect their lawfulness. the completeness or enforceability of the Transaction Documents, or the Customer's ability to fulfill its obligations with respect to the Transaction Documents;
- 4.10 There is no cause of default or any other cause which may give rise to a cause of default which has occurred and is ongoing on the part of the Client and the entry into these Terms and Conditions or the performance of the Client's duties and obligations under the Transaction Document shall not cause or cause of default.
- 4.11 The Customer agrees to assume that any information, whether notified to or provided to the Company prior to the date of signing of these Terms and Conditions, on or after the date on which these Terms and Conditions are signed. Whether by the Company received from the customer or the person acting on behalf of the customer or received by the Company through the customer's username, password and PIN ID. The Company shall not be liable for any liability in any manner if it appears that such information received by the Company is erroneous, inaccurate, incomplete or not current for any reason.
- 4.12 The Customer acknowledges and agrees that the Company may require the Customer to prepare and sign a service request. Notice of change of information or documents and/or any additional evidence or to change the information in accordance with the conditions and forms prescribed by the Company. The Company may also submit the service request, notice of change of information, documents and/or evidence to the Company within the period specified by the Company.
- 4.13 The Client agrees to notify the Company in writing immediately. If any of the above testimonials have changed or are not true. However, even if the customer does not notify the Company, it does not disqualify the Company from taking any action in the event of a change. Such significant inaccuracies, incompleteness, or inaccuracies occur.
- 4.14 The Client acknowledges that the Company may Measures or requirements relating to transactions or transactions via the Internet. Measures or requirements greater or higher than the guidelines Measures or requirements regarding transactions or transactions via the Internet at the SEC stock exchange Derivatives Market, Association of Thai Securities Companies The Company reserves the right at its discretion to amend, change or cancel the rules. Measures or requirements relating to transactions or transactions via the Internet system at the Company. Such is scheduled at any time. In doing so without the prior consent of the customer or notifying the customer, and when the Company amends, changes or cancels the rules. such measures or requirements. Such amended, altered or cancelled measures or terms shall apply to Customer transactions undertaken thereafter.
- 4.15 In the event that the Company agrees to enter into any transaction on behalf of the Client using currencies other than Thai Baht. The exchange rate shall be at the rate agreed upon at the time of exchange of the Client's funds between the Company and the Company's bank, the Company's counterparty or the Clearing House, unless the parties agree otherwise in writing.
- 4.16 The Client agrees to allow the Company to record telephone conversations or similar devices, including recording any electronic data with or without the sound of automatic alarm devices, and to allow the audio tape or device used to record such conversations as evidence of facts. The Company shall have the right to adhere to and execute the order, method Any notice via telephone, electronic mail or through any means or intermediary agreed upon by the Company and the Customer which the Company believes in good faith has been sent by the Customer or a person authorized to act on behalf of the Customer. In this regard, the Company may ask for any relevant information to verify the identity of the Customer or the authority of the authorized person from the Customer (and the Customer accepts and agrees to be bound by the Customer's instructions in all respects). The Customer acknowledges and agrees to the SEC. stock exchange (a) derivatives market, clearing house, securities depository or any other regulatory authority; Use such conversation tapes or messages from such tapes for any purpose as determined by the SEC, stock exchange derivatives market, clearing house, securities depository or regulatory authority as deemed appropriate. (b) (c) use such conversation tapes or messages from such conversations as evidence in transactions or in anticipated disputes between the Company and the Customer; Comply with the law or comply with court orders or relevant government agencies, including disclosure to the SEC, stock exchange Derivatives market, clearing houses, securities depository's, regulators and advisors of the Company for use in carrying out transactions or for the Company to improve any operating system of the Company.





4.17 In order to provide effective services and convenience to customers, the Company will announce details of transactions on the Company's website, whereby the Customer acknowledges and understands that the Customer is obliged to visit the Company's website regularly.

### 5. Rules and regulations

- Any action relating to such transactions shall be subject to the laws and customs relating to such transactions and the Client agrees to comply with such laws and customs.
- 5.2 In case the Customer violates the law. Any provision as specified in any transaction document and such violation results in damage to the Company or liability to pay fines or penalties from regulatory authorities. The Customer agrees to indemnify the Company. For all fines or damages incurred, together with interest at the maximum rate specified by the Company, from the due date or the date on which such payment is made until the date the Company receives full payment from the customer.
- 5.3 In the event that any transaction or provision of any financial services becomes unlawful or related regulations, the Company may do one or more of the following:
- (A) Notify the Client and cancel such transactions and/or related proceedings and/or
- (B) Terminate the relevant transaction by providing that the termination of the transaction is effective in accordance with the schedule notified by the Company to the Customer and the effect of such termination shall be in accordance with the conditions set forth in Article 15 of these Terms and Conditions;

### 6. Order and report

- 6.1 To make any order or action in accordance with these Terms and Conditions. The Customer shall give instructions orally or in writing, or by telephone, fax or by any other means, which is generally accepted in the tradition of making orders for the Company. Execute such orders from time to time or by recording orders via the Internet, where the Customer accepts and agrees to be bound by such Customer's instructions. All in all.
- (A) If the order is made in writing, the Customer shall comply in writing in the form prescribed by the Company. Define or accept on a case-by-case basis.
- (B) If the order is verbal or telephone, the Client shall direct the instruction directly to the Company's officer and shall be deemed to be a valid order in accordance with these Terms and Conditions and the additional terms of each type of transaction. When the Company's officers have been informed of the order clearly and without any doubt.
- (C) If the transaction is made via the Internet. The Client shall comply with these Terms and Conditions, including the additional terms of each transaction and the terms and conditions on the Website (if any) applicable during the validity of these Terms and Conditions, as well as the additional terms of each type of transaction.
- (D) The presence of such an order shall be at the discretion and decision of the Customer.
- (E) The Client agrees that the Company has the right at its discretion to refuse any action and that the Company shall not be liable in any way to the Customer if the Company fails to execute the Customer's instructions, whether in whole or in part.
- Unless otherwise agreed between the Company and the Client, the Company will deliver the report to the Customer by the Company in writing to the Customer by post or in electronic form via electronic mail (Email) at the address for electronic mail. The customer will receive such report in electronic format in accordance with the Company's method. In such case, the Customer agrees and agrees that the submission of such information in such format constitutes the submission of the report document to the Customer by the Company. The Customer shall not be obliged to re-deliver the Report in hard copy by post to the Customer and the Customer agrees to be bound by the terms and conditions relating to receiving the Report in electronic form via electronic mail (Email) set forth in these Terms and Conditions and the additional terms of each type of transaction in all respects. Upon receipt of such whitepaper, the Customer shall review all transactions and notify them of any corrections or errors (if any) within the period specified in the whitepaper. If the Customer fails to correct or dispute any error within the period specified in such report, the report prepared and submitted by the Company shall be deemed to be valid evidence and the Customer shall be deemed to waive any right to make any dispute and accept the accuracy of the information in such report.

Changes to the method of receiving reports from the method of electronic mail via electronic mail (E-mail) or vice versa shall be made by the Customer in writing to the Company, which such change will take effect once the Customer has received permission from the Company.

In the event that it expressly appears to the Company that the report document cannot be sent to the email address that the Customer has informed the Company for any reason, the Company will send the report document in hard copy form by post to the mailing address provided by the Customer to the Company. (Confirmation Note) or report document issued by the Company. After a transaction has been made in the client's account, it is considered reliable evidence of the transaction. The amount paid by the Company to the Client in the transaction and the proceeds from the transaction specified in the Confirmation Note or such reporting document, unless the Customer has disputed in writing to the Company within the period specified in the confirmation note or report document in respect of the information on the redemption or switching of investment units, shall refer to the report prepared by the relevant asset management company. The Company is not responsible for the accuracy and completeness of the information and is not responsible for whether the customer receives such report or delays in receiving such report.



- 6.3 The Company Have the right to update the report from time to time. If there are any errors or errors in the said reporting document, the Company will notify the customer further.
- The Customer is obliged to inform the Company if the Customer does not receive the report documents that the Customer should normally receive.
- 6.5 Any order of the Client shall be effective upon receipt by the Company and any order of the Client shall be effective until cancelled or superseded by another order at a later date. All in all. The Client's order remains in force until the end of that date, unless otherwise agreed. To the extent that the Company has informed the Customer that the Company is ready to conduct business and the Customer agrees to bear any risks or damages arising from the Customer's order or order, whether by telephone, fax, electronic mail, or via the Internet or any electronic media itself. However, the Company has the right to suspend the execution of such order until the Company receives confirmation of the order in writing from the Customer. The Company shall not be liable to the Customer under any circumstances.
- 6.6 The Company has the right to abide by the order. method Any notice or other correspondence which the Company believes in good faith to have been sent by the Customer or a person authorized to act on behalf of the Customer. The Customer agrees to be liable and indemnify all damages. The Company shall not be liable for any losses, expenses, costs and expenses (including attorneys' fees), including any lawsuits, claims or complaints received or may arise as a result of the adherence to and performance thereof, whereby the Client accepts and agrees to be bound by the Client's instructions in all respects.
- 6.7 The Company The Company has the right at its discretion to refuse any action, except in the case where the Customer directs the Company to proceed with the liquidation of the Customer's account. Compliance with such liquidation order shall not be restricted by order of the court. The Customer agrees that the Company has the right not to execute any instructions of the Client in the event that the Customer does not have sufficient funds in the Company's account for the Customer or the Bank Account for automatic debit with the Company or does not take any action which will cause the Customer's transaction limit to exceed the Company's limit. This includes cases where the Customer's instructions are ambiguous, contradictory or contradictory, or in the event that the Company considers that the execution of the Customer's instructions may result in the Company's or the Customer's violation, may violate or foresees that the Company will violate the law. The Company has no duty to justify the exercise of such discretion and the Company is not liable for any losses. Lack of profit or margin, including damages Liability Any expenses, costs or expenses incurred by the Customer, whether directly or indirectly, as a result of such case (Consequential Damage), except in cases incurred by the Company's willful or gross negligence. referee The Company shall be liable only to the extent that the damage is actually incurred.
- 6.8 Company The Company has the right to suspend the Customer from placing transaction orders through any channels at any time at the Company's discretion. arising from the suspension of such orders, except in cases where they occur intentionally or grossly negligent of the Company. referee The Company shall be liable only to the extent of actual damages.
- 6.9 Once the Customer has issued an order, the Customer can cancel. The Company may change or revoke the order if the Company has not complied with the order, whether in whole or in part, as required by relevant laws and regulations. cancellation The amendment or revocation of the order will be effective upon confirmation from the Company and the Customer shall be bound and responsible for the outcome of the transaction after the original order issued by the Customer to the Company.
- 6.10 The Company has the discretion to allow the Client to conduct Direct Markets Access or a set of computer instructions for automatic trading (Program Trading) on a case-by-case basis, as the Company deems appropriate and the Client agrees to comply with all terms and conditions of the Company. or will be determined at the sole discretion of the Company.

### 7. Terms of Indemnification and Liability

- 7.1 The Client agrees to be liable for damages. Fines, amounts. Litigation, Proceedings, Litigation, Claims, damages, fees and expenses, including any other reasonable expenses and any other amounts that the Company has indemnified or is required to indemnify or may incur against the Company due to any breach of law or the Terms and Conditions. The Company shall not be liable for any act or omission of the Customer in accordance with any transaction documents or any undesirable behavior, together with interest to be charged by the Company at the rate specified by the Company from the date the Company has made such payment or from the date of damage to the Company until the date the Customer fully pays to the Company. Staff, Agents The Company's representatives shall suffer damages, loss of related benefits or expenses due to breach of the Terms and Conditions. Any act or omission of the Customer in accordance with any transaction document as well. Such expenses will be incurred as a result of the Company's willful or gross negligence. referee Under no circumstances shall the Company be liable for consequential or indirect damages.
- 7.2 In the event that the Customer acts or refrains from acting in accordance with the law or any provision of the terms and conditions relating to the provision of financial services, including additional terms for each type of transaction, or has any undesirable behavior and causes the Company to indemnify the SEC, fines or any other money to the SEC, foreign regulators. stock exchange Derivatives Market Securities depository, clearing house, regulatory agency, organization, financial institution, whether domestic or foreign, or any other government agency (domestic and foreign), including any person, or any damage to the Company as a result of the Company's compliance or adherence to the customer's instructions via the Internet or telephone. fines or any other money paid by the Company.



The Company shall immediately pay back to the Company or any damages or expenses incurred by the Company together with interest to be charged by the Company at the rate specified by the Company from the date the Company makes such payment until the date the Customer pays to the Company in full.

- 7.3 In the event that the Company Employees, agents or representatives of the Company not willfully or grossly negligent in the Company's actions; As a service provider under any customer transaction, the Company shall not be liable for any damages. Lack of profits, damages, costs or expenses of any kind, whether direct or indirect, or consequential damages. Due to natural disasters or human-caused disasters. Armed conflict terrorism Riot or labor dispute or any other case that is beyond the control of the Company and makes the Company totally unable to perform its duties or is unable to make payment or delivery or accept payment or delivery under such transaction or fails to comply with the material provisions of any transaction document. in connection with such transactions. To the extent permitted by law, the events under this clause 7.3 shall include, but are not limited to:
- (A) Delay or error in communication or delivery of Customer's order due to power failure or transmission or communication equipment and/or telecommunication equipment, whether owned by the Company; stock exchange Derivatives Market Securities depository, clearing house, agency or any other person is obstructed and/or unusable.
- (B) Any damages and/or damages suffered as a result of the SET and/or derivatives market not completing the transaction and/or the securities depository not making deposits. and/or the accounting firm fails to complete the delivery and/or settlement or any other cause arising from the stock exchange and/or derivatives market and/or securities depository and/or clearing house.
- 7.4 In the event that the Company Employees, agents or representatives of the Company not willfully or grossly negligent in the Company's actions; As a service provider under any Client's transactions, each of the provisions specified above assigned to the Company shall cover and protect the directors. All employees, agents and representatives of the Company who carry out transactions for customers.

#### 8. Guarantee

- 8.1 The Client must bring collateral (including securities, cash or any other assets) to the Company. Stipulated to be a guarantee for debt repayment for any transaction according to the transaction documents, including commission, taxes, interest, advances. All expenses, expenses and damages that the customer is liable to the Company. Whether under any account under the agreement, transaction documents and/or contracts, or any other account that the Customer has or has with the Company (hereinafter referred to as "Liabilities with the Company"). Such collateral shall not be less than that specified by the Company for each type of transaction of the Client. If for any reason the collateral value decreases to less than the value specified by the Company above, the Customer agrees to bring additional collateral to the Company in full in such amount within the time that the Company notifies the Customer immediately.
- 8.2 The collateral that the Client has placed to the Company. Have the right to do the following (as long as it does not conflict with relevant laws):
- (A) Retained as collateral for liabilities owed to the Company
- (B) Sell, force sale or take any action, to use the money to deduct the existing debts with the company
- (C) withhold until the Company will receive complete payment of all debts owed to the Company
- (D) Use dividends, profits or interest to deduct debts owed to the Company In addition, the company has the right to withhold payments that the customer is entitled to receive from the company. in any case in order to bring money to pay off existing debts with the Company first
- 8.3 The Client agrees that if the Company enforces the collateral or implements Clause 8.2 and is unable to fully repay its existing liabilities with the Company, the Customer shall still be liable to reimburse the deficiency within 5 days from the date of notification from the Company.
- 8.4 In the event that the Customer places collateralized securities to secure the payment of existing liabilities with the Company, the Client agrees that it is the right of the Company to arrange transactions related to collateral or complete collateral, such as registering the transaction of the use of securities as collateral with the Securities Depository or the Registrar of Securities or the withdrawal of the use of securities as collateral. Pledge Identifying the name of the Company as the owner, transferee of securities, or making and signing any other documents related to such cases.
- By entering into these terms and conditions the customer agrees to transfer to the company and the company agrees to accept the transfer from the customer that any right of customers under the company's account for customers (as defined in the Additional Terms for each type of transaction) This includes the right to receive a refund from the company. all under such account as collateral for the repayment of existing debts with the Company It is assumed that under these Terms and Conditions The customer has notified the transfer of rights to the company. As the depositary and the company agrees to be deemed to have acknowledged and consented to the transfer of any rights. of customers in receiving refunds from the company in the company's account for clients as mentioned.
- 8.6 The Client acknowledges that the requirements regarding the rate or value of the collateral at the Company The amount may be greater or higher than the SEC rate or value requirements. stock exchange The derivatives market or clearing house determines, but in any case, the rate or value of the collateral
- The Company shall not lower than the requirements set forth by the SEC. stock exchange The Company reserves the right to consider increasing or decreasing the requirement on the rate or value of collateral at any time at its discretion. without the consent of the customer or notice to



When the Company has increased or decreased the rate or value of such collateral, the newly established rate or value of the collateral shall apply to existing Client's transactions and/or derivatives positions, including new transactions and/or derivatives positions under these Terms and Conditions or any contracts affected by such amendments.

- 8.7 The Client agrees that in the event that the Company has to bear any expenses related to the operation of the collateral. Registration or enforcing collateral pursuant to these Terms and Conditions or related transaction documents, or any processing fees and/or expenses incurred as a result of the performance of these Terms and Conditions. The Customer shall be solely responsible for such handling and/or expenses. In the event that the Company deems it necessary, the Customer agrees to allow the Company to advance such processing fees and/or expenses on behalf of the Customer beforehand. In such cases, the Customer will reimburse the Company for such processing and/or expenses. immediately upon receipt of notification from the Company with interest at the rate specified by the Company.
- 8.8 <u>The Customer's obligation to deliver and place the Security to the Company shall terminate upon the termination of these Terms and Conditions and the Customer has fully paid all amounts due to the Company and the Client has no outstanding obligations with the Company.</u>
- 8.9 As long as it does not conflict with relevant laws. Any collateral that the Customer has provided to the Company, the Client agrees in advance to the Company.
- (A) Such collateral shall be deemed as collateral for liabilities owed to the Company for all types of transactions that the customer has entered into with the Company under the transaction documents or other documents; and
- (B) In the event of default in connection with any transaction, the Company shall be able to proceed with the collateral as specified in Clause 8.2 in order to use the proceeds from the collateral to settle the liabilities owed to the Company. For all types of transactions that customers have agreed to enter into with the company. under transaction documents or other documents to repay existing debts with the Company

The Company may proceed in accordance with clauses (a) and/or (b) regardless of whether such collateral is provided now or in the future, and whether it is a liability under the current or future transactions entered into by the Customer, without the need for the Customer to give consent or sign any additional documents. However, the Client agrees to take any further action as the Company may require in order for such collateral to be legally valid (including in the opinion of the SEC). As collateral for existing liabilities with the Company. Subject to all types of transactions as specified in these Terms and Conditions and any related transaction documents (including signing any additional documents as required by the Company).

### 9. Customer property

- 9.1 The Client agrees to entrust the Company to manage the Client's assets which the Client has placed or given to the Company or that the Company has received or kept for or on behalf of the Client (including assets acquired or provided by the Company as collateral), including other rights and benefits arising from such Client's assets. As required in clause 8.2
- 9.2 Unless otherwise agreed by the Company with the Customer in writing, the Customer shall not pledge, mortgage, transfer or give rise to any other collateral rights over the Client's property or act in support of the creation of such collateral rights.
- 9.3 The customer agrees that the company make a set-off net or fine, deduct, use, use, sell and/or pay money from the Customer's property in the Customer's account at any time without notice to the Customer for the following benefits and purposes:
- (A) Any transaction according to transaction documents
- (B) Adjustment of collateral account position
- (C) Payment of fees any other expenses or money that the customer is required to pay; or
- (D) Any other case for fulfillment of the obligations and negligence of the Client in connection with any transaction. according to transaction documents or as stipulated in relevant laws and regulations
- 9.4 In order to take care of the Client's assets, the Company will store the Client's assets separately from the Company's assets and the Company will prepare an inventory of each Client's assets separately from the Company's assets in accordance with relevant laws and regulations. However, in the event that a customer has multiple accounts with the Company, the Company may store each of the Client's assets without separation, or may store each of the Client's assets separately. All in all. In the event that the Company stores the assets of each client separately, it does not cause the assets of the customer in the account that the customer has defaulted with the company. Separate from other customer accounts In order to take care of customers' assets, the Company will prepare and deliver accounting records showing customers' assets in accordance with the requirements of relevant laws and regulations. Prepare and retain as valid preliminary evidence unless the customer proves otherwise.
- 9.5 The Client agrees to authorize the Company to keep or keep the Customer's assets safely, or agrees to authorize the Company to deposit the Customer's assets with a commercial bank or custodian or custodian of other assets or places, or to invest the Customer's assets on behalf of the Client as the Company deems appropriate under the legal requirements related to the preservation of the Client's assets.



The Company may deposit and/or invest on behalf of the Client in the Company's name, but it must be expressly stated that it is being carried out by the Company for the benefit of the Client and the Client's benefit. In addition, the Customer agrees to allow the Company to deposit or invest the Customer's assets on behalf of the Customer with financial institutions or juristic persons who are related persons or affiliates or juristic persons who have a relationship with the Company in the form of a parent company, subsidiary or associated company. In addition, the Company agrees to be liable for any loss or damage directly incurred to the customer's property only due to neglect of duty in accordance with the above requirements of the Company.

- 9.6 The customer is entitled to receive interest or other benefits arising from the customer's account within the period and method specified by the company. Will notify customers from time to time at a rate not exceeding the company. actually, received after deducting any fees and expenses and taxes that the company must pay
- 9.7 If the client wishes to deposit or withdraw the client's assets For any benefits other than those specified in Clause 9.3 above, the customer must act as follows
- (A) In the case of custodial assets, the customer must fill in the details in the deposit request form. and hand over the request form together with the assets to the Company
- (B) In the case of withdrawal of assets Customers are required to fill in the customer property withdrawal request form. and deliver the request form to the Company In advance at least 1 (one) business day before the date of withdrawal of the client's assets. In case the customer wishes to deposit or withdraw collateral The customer must comply with the methods and conditions specified by the company.
- 9.8 Unless specified in these Terms and Conditions, the Company will not take any action that will change, transfer, reserve or suspend the customer's property rights. And will not show the intention to use the rights and benefits of the customer contained in the customer's property against the order of the customer. or without prior consent from the customer or the person assigned by the customer
- 9.9 The customer may claim the return of all of his collateral and property. When these terms and conditions cease to be binding and the customer has paid the full amount due to the company and the customer has no pending obligations In this regard, the customer agrees that the company May return the customer's property to the customer with property of value equivalent to the customer's property that has been placed or entrusted to the Company. or retained by the Company, and the customer will agree otherwise.
- 9.10 The customer agrees to pay the fee. Expenses and operating expenses for maintaining assets for the Company according to the rate and method specified by the Company

### 10. Internet transactions and via telephone

10.1 In conducting transactions via the Internet Customers must use the Username, Password and PIN ID issued by the Company or authorized business partners by the Company. issued only to customers According to the methods and criteria that the company The Company will send a personal identification number (PIN ID) to the customer via registered mail or the customer to pick up the personal identification number (PIN ID) at the Company's head office. or send by any other method as the Company deems appropriate

In the event that the customer cannot remember the password or PIN ID , or the PIN ID is lost or destroyed. For any reason, the Customer shall notify the Company in accordance with the procedures and procedures of the Company. To require the Company to immediately suspend the use of such password or PIN ID and to request the Company to issue a new password or PIN ID. Any instruction or action taken by using the Customer's password or PIN ID prior to the time specified by the Company, suspending the use of the password or PIN ID, shall be deemed to be the Customer's action. The Company shall not be liable for any damages incurred or received by the Customer prior to the Company's suspension of the use of Password or PIN ID.

Any other instructions related to the transaction. The collateral or money in the customer's account recorded via the Internet. By using a personal identification number (PIN ID), it is assumed that the customer has recorded the statement regarding the transaction. collateral or money in the client's account However, the recording of such orders must be in accordance with the methods and forms specified by the Company. customer's fault, etc.) Customers can record transactions with authorized officers of the company. by telephone or any other means that the Company can designate on behalf

The company will confirm the transaction according to the instruction regarding the transaction or the money in the account to the customer. By the customer's email address and/or any other way that the company deems appropriate. The customer is responsible for verifying the accuracy of such transactions, provided that the customer does not dispute or object to confirmation of such transactions in writing within the period specified in the transaction confirmation slip. (Confirmation Note) From the time the customer has received confirmation of the transaction from the company, it is considered that the customer accepts and is bound by the transaction that has been recorded via the Internet. even if the customer did not make or sign any document as evidence of that

10.3 The customer agrees to keep the customer's username, password and PIN ID confidential. and will use the Username, Password and PIN ID to record instructions regarding transactions, collateral and funds in the Client's account under these Terms and Conditions. Including the additional terms of each type of transaction by themselves and only for themselves. Customers must not allow others to use their Username, Password and PIN ID. The customer's PIN ID is used to view information and/or send commands in any case. The customer agrees to be responsible and bound for such actions.





- 10.4 The customer agrees not to use any other computer instruction set other than the Company's computer instruction set. or any other set of instructions that the company permission or written consent to be used which is connected to a computer device used to conduct transactions via the Internet as specified by the Stock Exchange of Thailand and/or derivatives market and/or clearing house as well as preventing any other person from connecting computer equipment to the computer equipment used by the customer to transact via the Internet, which would enable such person to record instructions into the Company's computer system. Agree not to modify, reproduce or make any other modifications to the computer program of the company. or any other set of instructions that the company Permission or written consent to be used is strictly prohibited.
- 10.5 In case of computer system or the company's computer systems of stock exchanges, derivatives markets and/or securities depository clearing house or electrical system or the communication system is interrupted or crashed or any other cause beyond the control of the Company As a result, customers are unable to conduct transactions via the internet. Or complete the transaction, the company will not be responsible for the damage. (including any damages and expenses incurred) by the customer arising from such event.
- 10.6 In the event that the Customer's transaction is in violation of is likely to violate or can be expected to violate or not in accordance with relevant laws and regulations or criteria, measures or requirements set by the Company or the Company considers that the orders received from customers are unclear. Or conflicting, the company will take one or several actions as the company, set to prevent, correct or suspend such actions.
- 10.7 The customer accepts that transactions made through the Internet may have a risk of getting viruses into the system. or computer equipment of the customer or there is a risk of being obstructed or interfere with the use of the service by third parties beyond the control of the Company who can access the company's computer systems or equipment, the company is not liable to customers or other people if loss or damage occurs due to virus exposure. or interruption or interference with the use of such service
- 10.8 Transactions that customers enter through the internet above. (including but not limited to transaction confirmation issuing any order authentication for any agreement or transaction) is considered "electronic data" under the Electronic Transactions Act. and that any statements, agreements or transactions that have been confirmed, endorsed, agreed or accepted can be used as evidence that is acceptable under the Electronic Transactions Act
- 10.9 The customer agrees to be bound by and comply with the terms and conditions for accessing the Company's website and/or information and/or securities trading system and/or futures trading system and/or FundConnext service system and/or or other investment service systems as specified by the Company
- 10.10 The customer has knowledge and understanding of the risks that may arise from the transaction. Including conducting transactions via the Internet very well, whether it is a risk arising from data loss during communication or pass information or sending or receiving information is delayed or unable to receive or send data or not receiving the execute order if there is a technical failure or have been smuggled to use the information or getting a virus into the customer's system or any other case and the customer agrees and accepts such risks and acknowledges and understands that the Company does not represent or warrant that such risks can be prevented or eliminated.

### 11. Cause of customer default

- 11.1 The Customer agrees that any of the following events will be the cause of default.
- (A) The Client is unable to make payment or delivery of Securities (if any) under which the Client is required to make payment or delivery of Securities when due;
- (B) The Client fails to fulfill any or all of its obligations under the Transaction Documents; as well as additional terms related to each type of transaction. and the customer has no remedies for such incidents within the period specified by the Company from the date of occurrence of such non-compliance (including if the Customer refuses to accept the proposed amendment to the terms set forth in these Terms and Conditions Including additional requirements of each type of transaction by the Company) and/or violated or failed to comply with such proposals and/or any other requirements specified by the Company.
- (C) When the customer (1) dissolves the business (2) becomes insolvent, goes bankrupt or enters a business rehabilitation process compromise debts or enter into agreements for the benefit of creditors whether voluntarily or otherwise; (3) being a juristic person in the type of a company Have a resolution to liquidate or dissolve the business. (4) a liquidator is appointed. Trustee and Manager, the management controller or an officer who manages the client or the client's assets. whether in whole or in part or is carried out in any way with the purpose of or may result in the dissolution of the business; liquidation, receivership or (6) taking any action or taking any action. which produces results similar to either of the above cases In case the customer is an individual shall include the death of the customer or fall insane or that the Customer or his assets will be managed in any manner by law.
- (D) When the customer's testimonials and affirmations that the customer has provided or that the Customer has endorsed and confirmed or is deemed to have endorsed or reconfirmed at any time as set forth in clause 4 of these Terms and Conditions. or under any transaction documents or documents and information that customers provide to the Company Including the information in the customer account opening request form that is incorrect, incomplete, causing misunderstanding or being untrue in any way. or with concealment of information that should be disclosed either in whole or in part
- (E) When the customer defaults an incident of default or a similar event on the part of the Client under the Transaction Documents and/or subject to additional terms relating to any transaction and/or under any type of transaction pursuant to the transaction document.





- (F) When the Company deems it appropriate to prevent and restrain abnormal transaction conditions improper or unlawful customer transaction behavior or customer actions that violate the law or customer transactions that are contrary to or may be contrary to public order or good morals in relation to any transaction. under transaction documents or customer transactions that are contrary to or may be contrary to public order or good morals in relation to any transaction. under transaction documents
- (G) When the customer fails to provide information, identify himself, or complete tax forms; (including but not limited to US tax forms) with the Company as requested by the Company for the company Able to comply with laws, regulations, including obligations or any contracts that the company has entered into with government agencies (both domestic and international), including but not limited to the duties of the Company To disclose information under the United States Tax Law (Foreign Account Tax Compliance Act (FATCA)). Or any other laws of the same nature where the Company has a duty or obligation to act under the rules of law, regulations, obligations or contract terms. within the specified period
- (H) When changes occur which have a material negative impact on the Client's financial position which the Company deems may affect the Client's ability to perform any obligations under the Transaction Documents;
- (I) The Customer is involved in any of the following acts or the Company; There are reasonable grounds to suspect that the Customer is involved in any of the following actions:
  - (1) Acts that constitute a fundamental offense or an offense of money laundering under the Anti-Money Laundering Act. Whether it is Thai or foreign law.
  - (2) Any transaction that may constitute an offense under the Anti-Money Laundering Act and/or used as a channel for money laundering and/or as a channel for financing terrorism and the proliferation of weapons of mass destruction under the law on the prevention and suppression of the financing of terrorism and the proliferation of weapons of mass destruction or may circumvent or contradict laws, including the customer being a designated person or the customer is at risk of money laundering and providing terrorist financing and proliferation of weapons of mass destruction in accordance with the guidelines prescribed by the Company, the Association, the SEC, the Anti-Money Laundering Office and/or other agencies with legal authority in accordance with the Customer Fact Check (CDD) process as required by law.
  - (3) Assets seized or frozen by order by a person authorized by law.
- (J) Any other event specifically set forth in the Additional Terms relating to each type of transaction;
- 11.2 The Client agrees to notify the Company in writing immediately. When one of the above cases occurs or may arise in default.
- 11.3 In the event of any of the cases specified in Clause 11.1, even if the Customer does not notify the Company in accordance with Clause 11.2, the Company reserves the right to take one or more of the following actions: without any notice to the customer.
- (A) Temporarily suspend transactions on the Client's account or terminate the Client's account and/or
- (B) Consolidate any Client's accounts, whether in any manner or at any time, without prior notice to the Customer; Transfer or use any money, securities, collateral or assets in any account of the Client and/or any other account that the Client has with the Company to deduct debts or to compensate the Customer's liability to the Company. Whether it is tax liability or liability to any government agency (both domestic and foreign), whether such debt and liability has already been incurred or will arise in the future, or is in the nature of debt owed to the President or equipment debt. whether the debt and liability are or are not secured, or are joint or separable debts or liabilities;
- (C) Sell, compel the sale or take any action against the collateral in accordance with the conditions specified in Article 8 or against the Client's assets in order to deduct any outstanding liabilities with the Company (as long as it is possible to do so by law) and/or
- (D) Terminate transactions between the Company and the Client in relation to any transaction account and/or any other account that the Customer has with the Company in whole or in part, and demand that the Customer pay all debts in full together with all interest owed by the Customer under or under such account; Such debt shall be deemed to be a debt that is suddenly due, which the Customer must pay to the Company immediately and/or
- (E) Liquidate all accounts that the Customer has purchased or that the Company has held for the Customer or that the Customer has with the Company in any account; The Customer shall not be liable to the Customer for such actions and/or
- (F) In the event that such cause of default of the Customer results in the Company's obligations under any laws, regulations, including obligations or contracts entered into by the Company with government agencies (both domestic and foreign). It is not limited to the Company's obligation to disclose information in accordance with U.S. tax laws (Foreign Account Tax Compliance Act (FATCA)) In such case, the Company shall have the right to: (1) take steps as stipulated in such obligations or contracts to the Customer (including deduction of the amount from benefits or deductions from the Client's assets with the Company, or any amount that the Company is obligated to pay to the Customer not exceeding the amount that the Company is required to perform under such laws, regulations, obligations or contracts); and/or (2) premature termination of related transactions, provided that the Company shall not be liable for any damages or expenses incurred by the Customer, whether directly or indirectly, prior to the early termination of the transaction.



11.4 The Customer agrees that in the event that the Client has not dealt with securities and/or derivatives and/or used the investment services in accordance with the specific terms and conditions of each such type of transaction for a period of 6 (six) consecutive months and/or has no money or assets as collateral with the Company as specified by the Company, the Company has the right to terminate the investment services in accordance with the terms and conditions between the Client and the Company immediately.

### 12. The Company's Actions

The Company is a securities company engaged in securities business, including but not limited to securities brokerage. Derivatives Brokerage Securities Trading Investment Advisory The Company and its affiliates may trade debt, equity or other financial instruments (or related derivatives) of themselves or persons or juristic persons who are customers of the Company and at any time may hold a buy or sell position in securities or securities. or may be a party to the transaction for the Customer. The interests of the aforementioned parties may therefore conflict with the interests of the Client.

### 13. Force majeure

Neither party shall be liable for any losses, whether direct or indirect, incurred by the other party. This is due to force majeure that prevents that party from complying with the requirements under the transaction documents.

### 14. Risk and the use of the customer's discretion in making decisions.

- 14.1 The Client acknowledges and understands the risks that may arise from the transaction in accordance with the Risk Disclosure Report attached to the additional terms applicable to each type of transaction. It shall be considered as part of all transaction documents.
- 14.2 The Client agrees and agrees that in investing, determining the appropriate objectives and risk levels is a very important step. The Client acknowledges that the set of questions concerning the nature of investors that the Company has prepared to help the Client know the purpose of investing. Appropriate investment allocation model and appropriate risk level and specific investment options for each client. This information is an important basis for proper investment allocation and clear details of the investment plan.

Failure to answer all questions may result in the customer not being able to submit subscription orders or orders for certain types of transactions. This may result in the client's investment not complying with the client's appropriate investment allocation model.

However, the client's investment decision at any one time may not be in accordance with the investment objectives and/or the appropriate level of risk of the client as a result of the set of questions, including the assessment results that will be notified by the relevant company. The client agrees to accept the risks that may arise from the investment decision.

In addition, the Client agrees that the Company shall hold that the information provided by the Client on the date of assessment based on the set of questions is up to date. Investment experience, financial position, knowledge and understanding of investments, or anything that may affect the investment allocation model or risk tolerance of the client. The client will notify the Company for a review of the set of questions immediately. In the event that the customer does not notify the Company for a review of the set of questions. The Client agrees to assume the risks and consequences that may arise from such changes, including losses from investment decisions that are inconsistent with the investment allocation model and risk tolerance of the Client.

14.3 The Client confirms that in entering into each transaction by the Client, the Client has entered into it for the benefit of the Client and by exercising the Client's own discretion (including determining whether such transactions are appropriate and beneficial to the Client). Although the Client may receive information or receive communications from the Company regarding any transaction, it does not constitute investment advice or any investment advice to the Client and does not act to confirm or solicit the Client to enter into transactions with the Company under any relevant transaction documents.

The Customer confirms that the Customer has the competence, knowledge and understanding of the Agreement. The conditions, including the risks of transactions (whether by the Client himself or through the consultation of the relevant experts) and not exercising discretion or deciding to enter into any transaction based on the Company's information or communications, are solely factors.



### 15. Termination of the Transaction and Consequences of Termination of the Transaction

- 15.1 Unless specifically provided for in additional terms relating to each type of transaction. The transaction between the Company and the Client will be terminated when:
- (A) In the event of any cause of default; arising in accordance with these terms and conditions or as specified in additional terms relating to each type of transaction and the Company. Exercise the right to terminate any transaction. The Company has the right to terminate any or all transactions that the Company has entered into with the Customer under all relevant transaction documents, or
- (B) Either party sends notice of termination of one or all transactions to the other party for at least 7 days.
- 15.2 Notwithstanding the termination of the Transaction, the Client remains bound by the Termination of the Transaction without affecting any action that has been duly taken or which was in progress prior to receipt of the Notice of Termination and is irrevocable and is responsible for the consequences thereof (including liability, liability, and liability for the consequences thereof). reimbursement of any debts or related expenses)
- 15.3 Termination of any transaction shall not release either party from any existing obligations or liabilities (including liability resulting from tort) in accordance with the terms of any applicable transaction document preceding that until all obligations have been fulfilled and payment has been made in full.
- 15.4 When any transaction is terminated, the Company has the following rights:
- (A) Pay and close any or all accounts purchased by the Customer by the Customer or held by the Company for the Customer or which the Customer has with the Company in any account relating to the terminated transaction; The Customer shall not be liable for any such action and demand that the Customer pay in full and all interest owed by the Customer under the account relating to such terminated transaction.
- (B) Take the proceeds from the sale; Any liquidation or disposal of assets in any other account held by the Customer with the Company in connection with the terminated transaction to pay all debts that are already due or are deemed to be due promptly which must be paid by the Customer to the Company.
- (C) Require that the debts under such terminated transactions become immediately due and the parties shall have the right to set off all debts between the Company and the Customer under such terminated transactions in accordance with the conditions set forth in clause 3.4 of these Terms and Conditions and the conditions under the transaction documents relating to such transactions. Pay only the net amount payable to the other party, unless otherwise agreed by both parties.

### 16. Notice

- 16.1 Any letters, notices and documents sent by the Company to the Customer at the Customer's email address which the Customer has notified to the Company and/or delivered to the Customer by any other means deemed appropriate by the Company shall be deemed to have been duly sent to the Customer.
- 16.2 In the event that the Customer changes or amends the address or address for the Customer's email which has been notified to the Company in accordance with Clause 16.1, the Customer shall notify the Company in writing or by any other means as determined by the Company. Determine immediately

### 17. Amendment

- 17.1 Unless otherwise provided in the relevant transaction documents. The Client agrees to be at the Company's discretion. In order to amend the terms in the transaction documents, the Company shall send notice to the Customer in such manner as the Company deems appropriate at least 7 days prior to the date on which the Company will amend these Terms and Conditions. Prior to the date on which the Company makes such amendments within the period specified above, the Customer shall be deemed to have agreed to accept such amendments to the Terms and Conditions.
- 17.2 The Customer agrees that the Company has the right to amend the manual and/or clarification documents for any transaction to comply with the law or to suit each type of transaction involved. In this regard, the Company will announce the details of the revised manual and/or clarification documents for transactions on the Company's website and the Customer shall be deemed to have acknowledged the revised manual and/or clarification documents from the date of the Company. Announcement on the Company's website In the event that such amendment is to comply with the law or to comply with the amendment of the law, the revised manual/or clarification document shall be effective immediately upon the Company. In case of any other amendments, if the Customer does not object within 15 days from the date the Company announces on the Website or the Customer continues to enter into transactions or use the Company's services, it shall be deemed that the Customer has agreed to accept the amendment to the manual. and/or such clarification documents.
- 17.3 The Company will send the terms in the amended transaction document to the Client. Whether the Customer has agreed to enter into an amended transaction with the Company or not.



### 18. Separation and conflicting statements in transaction documents

The invalidity or unenforceability of any Agreement shall apply only to such unenforceable or incomplete portions, without prejudice to the enforceability and validity of any other part of these Terms and Conditions.

#### 19. Disclosure of Information

- 19.1 The Company will collect, use and disclose the Personal Data of the Customer and/or other persons that the Customer has provided to the Company for the purpose of providing services in accordance with these terms and conditions and the purposes specified in the Company's Privacy Notice. Announcement on the Company's website at https://www.globlex.co.th/pdpa or as the Company will change in the future and notify customers by posting on such website. All in all. In the event that the customer has provided personal information of another person. The Customer is responsible for informing such person of the details of the collection. Use and Disclosure of Personal Data and Rights under such Privacy Notice.
- 19.2 The Client agrees and consents to the Company. Disclose information about the Client, the Client's transaction account, any fund account that the Client has or will have with any asset management company, and any transactions under the Client's transaction documents or transactions under other securities business received and retained by the Company in any form as required by law to the Company's supervisory authorities. Disclose such information to the Company's relevant auditors or consultants for the purpose of managing the Company's risk or to its affiliates or related companies or agents of the Company or companies contracting with the Company for analysis and credit services, organize databases, collect statistics on services, develop services or promote sales of the Company or companies related to the Company, including disclosure of information as required by law, whether under Thai or foreign laws, if related to the Company, including court orders, organizations or any entities that the Company has The Company is obliged to provide such information (whether current or future), including but not limited to disclosure under Foreign Account Tax Compliance (FATCA) or any other laws of the same nature that the Company has or may be obliged to disclose such information. Disclose such information to the agent. Subsidiaries Associated companies of the Company or external companies hired by the Company to provide services to the Company for the purpose of providing services of external companies, including for conducting audits or preparing reports as required by U.S. tax laws (Foreign Account Tax Compliance (FATCA).
- In addition to the consent agreement regarding disclosure as set out in Clause 19.1, the Company will 19.3 disclose and/or transmit the information of the Customer and/or other persons that the Customer has provided to the Company as a result of using this Service to the Stock Exchange of Thailand and/or Thailand Securities Depository Company Limited and/or the Management Company and/or Digital Access Platform Company Limited, hereinafter collectively referred to as the "Service Provider", for the purpose of filling out the information filling kit form for individuals. FundConnext prepared by the Stock Exchange of Thailand and/or Thailand Securities Depositary Center Co., Ltd. ("FundConnext Form") and related documents (if any) in accordance with the rules, conditions and procedures specified by the Company (for self-made unit trust transactions) and/or for the purpose of verifying information and verifying the identity of customers and/or for the purpose of opening a fund account and/or accessing customer information available to the Company and/or the Service Provider and/or to provide services related to the Company's investment and/or to provide services related to investment in the investment units of the Management Company and for the purpose of providing services in accordance with these terms and conditions and the purposes specified in the Company's Privacy Notice, including the Company and/or the Service Provider, will record and store such information in the Company's customer database system and/or for the benefit of transactions with the Company and/or the Management Company. In the event that the customer has provided personal information of another person. The Customer is responsible for informing such person of the details of the collection. Use and Disclosure of Personal Data and Rights under such Privacy Notice.

The disclosure of Customer Information as set out in the preceding paragraph and in clause 19.1 includes but is not limited to:

- (A) Information that can identify the true identity of the Customer and the beneficiary of every Customer transaction;
  - (B) Customer's purpose of the transaction.
- (C) Information about the Customer's transactions In the case of a derivatives transaction, the client shall include information about the purchase of derivatives products traded by the customer.
- (D) In the event that the Customer processes orders for multiple or multiple other parties through an anonymous account (Omnibus Account), the Customer agrees to notify, provide, prepare and provide information in accordance with (a) to (c) of all and all other parties who are True Customers. All in all. The Company shall also prepare a statement explaining details of such information to the SEC. stock exchange Derivatives Market Securities Depository securities registrar, clearing house, regulator or person entitled to request such information or documents; Upon request or to comply with the criteria set by such agency.



### 20. Fees and expenses

20.1 The Customer agrees to pay all applicable fees, including service fees, at the rate set by the Company. stipulate in relevant transaction documents or as the Company will notify customers from time to time. The fees and remuneration shall include, but are not limited to, the amount of the Company. payable to the Stock Exchange of Thailand. Derivatives Market the Customer agrees to pay the assessment, charges, applicable stamp duty and taxes and other expenses related to or in connection with or arising out of these Terms and Conditions which the Company has entered into on behalf of the Client and all legal costs incurred by the Company in enforcing any obligations of the Customer under these Terms and Conditions.

The Customer shall pay the fees and expenses specified in Clause 20.1 to the Company at the Company's address and within the period and manner notified to the Customer immediately. Fees and expenses must not be deducted or withheld.

- 20.2 If the Customer fails to pay any amount to the Company when due, the Company shall have the right to charge interest on the outstanding amount at the rate agreed by the Company with the Client and in the absence of such agreement, the default interest rate shall be the same rate as that of the Company. The Company shall have the discretion to determine such default interest rate to the extent permitted by relevant laws and regulations. All in all. In calculating such interest, the amount shall be calculated according to the number of days following the due date in accordance with standard banking practices and shall be calculated from the date on which such amount is due until the date on which the Company receives full payment from the customer.
- 20.3 Any debt payment notices or notice signed by the Company's directors. Any manager, employee, agent or authorized representative of the Company stating the amount due by the Client shall be considered as prima facie evidence of any valid notice or notice of the Company.
- 20.4 In the event that the Company has a legal obligation (whether domestic or international) (including but not limited to Foreign Account Tax Compliance (FATCA)) and any obligations or contracts that the Company has entered into with government agencies (both domestically and internationally) (including but not limited to Foreign Account Tax Compliance (FATCA)) to deduct tax or deduct from any amount or any payment payable by the Company to the Customer, the Customer agrees that the Company has the right to deduct or deduct such amount and the Company shall not be liable to compensate such tax or amount to the Customer further.
- 20.5 In case of customer is legally obliged (whether domestic or international) (including but not limited to Foreign Account Tax Compliance (FATCA)) to withhold or deduct from the Company any amount from any fees or payments payable by the Customer to the Company, the Customer shall notify the Company of such obligation and shall be responsible for paying such deductible amount. In order for the Company to receive full payment as if there was no tax deduction or deduction of any amount, and evidence must be submitted to the Company to show that the customer has paid and remitted tax in accordance with the relevant laws.
- 20.6 All amounts and rates specified in the transaction document are exclusive of VAT (if any). In addition, the party receiving payment from the other party shall provide the other party with a tax invoice as proof of VAT collection in accordance with the form and text set forth in the Revenue Code.

### 21. Other requirements

- 21.1 The customer agrees to notify the company. know according to the method specified by the Company in case of any change of information in the customer account opening documents or any information which customers have notified to the company previously, however, the Customer agrees and acknowledges that in the dealings and commitments between the Customer and the Company will rely on any information which the Company considers that the customer has given to the Company In the event that the Company deems appropriate, the Company has the right to verify the details. and/or any information which the customer has given to the company and/or information related to the customer's account.
- 21.2 The customer agrees to comply with the rules, regulations and practices that the company and/or the owner of the data will be specified or notified on the company's website. The company may amend the terms and conditions of the company by announcing the amendments on the website
- 21.3 In any debt settlement or action In the customer's account, this is done in Thai Baht, which is the legal currency of Thailand at the moment. or any other currency that the Company More may be specified later. where the customer agrees and agrees to pay any debts that customers have with the company according to the methods, conditions and within the period specified by the company

In the event that it is required to exchange money between Thai baht and foreign currency The customer agrees that the company Conduct currency exchange or use the exchange rate of a financial institution that the Company can be determined The client agrees to assume any risk of loss, loss or damage. or any expenses as a result of the exchange of one currency for another that may occur in the customer's account;

21.4 In the event that customers deposit checks and/or other instruments with the Company with the intention of the Company counted as cash The company will treat checks and/or any other instruments as cash only when the company Able to collect money by check and/or any other instruments first. The company will consider that the check and/or any other instruments in cash on the date the Company In addition, in the event that the customer has transferred money from the customer's account opened with other financial institutions to the Company, the Company will treat it as cash only when such transfer is completed and the Company the received that money only





- 21.5 The Company has the right to withhold or set off debts in money, securities, collateral and any assets. of customers held by the Company, whether they are held for storage or for other purposes to be used as collateral and subject to general lien for the benefit of the Company or for any government agency (both domestic and international) until the customer has paid the debt to the Company until complete.
- In the event that the Client's account does not have transactions and/or assets and/or securities and/or collateral in the Client's account does not comply with the rules and conditions set forth by the Company. The Company has the right to charge an account maintenance management fee at the rate specified by the Company. The Customer agrees that the Company has the authority to deduct money from the Company's account for the Customer or the Bank Account for automatic debit with the Company (as the case may be), unless the Customer has paid such fee to the Company within 14 days from the notification of the Company of the charge. The Company may, at its discretion, close any account of the Client, which the Company will notify the Client, and in the event that the remaining Client's assets are in cash (after deducting transaction fees, fees and other expenses including liabilities with the Company in full), the Company reserves the right to return such cash by transferring money to the Customer's account or by cheque (as the case may be) as notified to the Company.

### 22. waiver

The customer or the Company It does not require the other party to comply with the transaction documents or calls the other party to delay the performance of the transaction documents. It does not constitute a waiver or indemnification or waiver of any provision in the Transaction Documents.

### 23. Assignment

These Terms and Conditions are beneficial and binding on the Company, the Customers, as well as the transferees and successors of the Company and the Customers. Without the prior written consent of the Company and any transfer contrary to this provision will not be valid.

### 24. Governing Law and Arbitration

- 24.1 These terms and conditions shall be governed and construed in accordance with the laws of Thailand.
- 24.2 In the event of a legal dispute between the Company and customers arising out of or in connection with these terms and conditions including additional requirements for each type of transaction Both parties agree that the Company Or the client may submit a request to the SEC for arbitration, as the case may be according to the rules and procedures prescribed by the relevant regulations by giving written notice to the other party in advance



# Additional Terms and Conditions Regarding Appointment of Cash Agent/Broker

- These additional terms will apply to the customer only if the customer and the company have agreed to enter into this transaction only-

### 1. Introduction

- 1.1 These additional terms and conditions are made to set out the conditions, rights, obligations, representations, and practices. which specifically relates to the provision of cash agent/brokerage services;
- 1.2 Additional Terms and Conditions Relating to the Appointment of Cash Agents/Brokers shall apply between the Company and the customer immediately when (a) the customer expresses his intention to open a securities trading account to the Company; whether by means of telephone, internet or through the Company's staff; and (b) The company accepts the service to the customer whether in written form or not. The customer accepts and agrees to be bound by the terms and conditions of financial service provision. and various transaction documents Related

However, the company has the right to refuse to provide service if the company finds that the customer is not suitable enough to complete the transaction. or provide services of the Company may be contrary to or inconsistent with the law or for any other reason, depending on the Company's discretion The customer has no right to claim the Company to be liable for any damages. arising from the refusal to provide services of the Company Except in the case of intentional or gross negligence of the Company, directors, employees, representatives or representatives of the Company, the Company will be liable only to the extent that the damage actually occurs.

- 1.3 The Company will automatically open a Cash Balance account for the customer in conjunction with opening a cash trading account. For the benefit of customers in the case of money cuts, stays, and for any other benefits in the future If the customer does not use the Company's Cash Balance account service, the customer shall not be bound by any additional terms in opening such Cash Balance account with the Company.
- 1.4 Additional Terms and Conditions Regarding the Appointment of this Cash Agent/Broker which is hereinafter referred to as "Additional Terms and Conditions Regarding the Appointment of Securities Agents/Brokers" as well as other related documents. It is part of the transaction document. As defined in the terms and conditions relating to the provision of financial services that the client has entered into with the Company. ("Terms and Conditions Regarding Financial Services")

### 2. Definition

Unless specifically defined in the Financial Services Terms and Conditions, The following words shall have the meanings as defined below:

- (A) "Purchase" shall include Subscription of securities
- (B) "Securities Trading Account" or Securities Trading Account means the securities trading account that the client opens with the Company. Whether trading securities through the Internet or not according to
- (C) "securities" means securities of the type specified in Securities Act and include but not be limited to other debt instruments or proof of property rights of mutual funds and other instruments or rights as specified in or permitted under the Securities and Exchange Act or relevant laws and regulations. The term "securities" includes securities that are in the process of issuing and offering, interest, dividends and other rights. of those securities as well.
- (D) "Mutual Fund Documents" means the Investor Manual. Prospectus for offering investment units Summary Prospectus Tax information or conditions Related tax burdens and benefits and/or any other documents related to or used in the offer for sale of investment units that the relevant asset management company has prepared, including details in the purchase order, redemption order, and/or switching of investment units.

#### 3. Assignment

- 3.1 The Client agrees to appoint and authorize the Company to be the legitimate agent and/or broker of the Client. In any proceedings relating to securities in all cases, whether on or off the stock exchange, including trading, distributing, distributing, or transferring Retention, delivery or delivery of securities or collateral operations, including making payment for the purchase of securities, receiving payment for the sale of securities, payment and receipt of fees, stamp duty and any expenses in connection with the sale and sale of securities. storage Delivery or delivery of Client's securities Receiving and/or complying with the Client's instructions, whether oral or written, and any other instructions relating to or in connection with the trading of securities in any Client's trading account opened with the Company within the trading limit. The Company agrees to be an agent and/or broker in the above operations for the Client subject to the terms and conditions specified in the terms and conditions relating to the provision of financial services, including additional terms and conditions regarding the appointment of this agent/broker.
- 3.2 The Client agrees to ratify and agree to be bound by any actions taken by the Company and/or its subagents as the Client's agent/broker in accordance with the terms and conditions relating to the provision of financial services. Including additional terms and conditions regarding the appointment of this agent / broker.
- 3.3 Unless agreed between the company. and customers otherwise Clients are required to trade securities or take any action. about securities through an account for transaction purposes only.

# Additional Terms and Conditions Regarding Appointment of Cash Agent/Broker



### 4. Deliver and payment

4.1 The Client agrees to deliver the securities to the Company for the delivery of the securities sold and the Client agrees to pay the price to the Company for the settlement of the purchased securities or consents to the Company debiting from the Company's account for the Client or the Bank account for automatic debit with the Company (as the case may be) in full the amount to be paid by the Customer.

The settlement, delivery of securities, and the proceedings in case of default and delivery of securities under this agreement shall be in accordance with the rules. Conditions, methods, duration guidelines or requirements at the Stock Exchange of Thailand. Other Markets The clearing house and the Company stipulate and the Company will not process the partial settlement of securities trading.

- 4.2 In case the client is unable to procure securities to deliver to the company for delivery of securities when securities are sold or unable to pay for the purchased securities in accordance with the rules set forth in Clause 4.1 above, the Company has the right to take the following actions:
- (A) In the case of the sale of securities If the Customer is unable to provide the Company with securities for delivery upon sale, the Company shall have the right to purchase securities for delivery at the price that the Company deems appropriate and charge such fees and expenses from the Company-to-Client account or the Company's automatic debit bank account with the Company (as the case may be) or to deliver the securities to comply with the Client's obligations and credit the proceeds to the Company's account for the Client or the Bank account for automatic debit with the Company (as the case may be), or the Company may borrow securities on behalf of the Client to deliver and collect any fees and expenses related to the Client, including any expenses incurred as a result of borrowing securities or providing collateral for the borrowing of such securities, or the Company may borrow any securities in the securities trading account. In doing so, the Company Have the right to proceed without notifying or notifying the customer or obtain consent from the customer and the Company. The Company shall be entitled to recover damages, fines, compensation and any other expenses arising from the inability to procure such securities for delivery from the Customer.
- (B) In the case of securities purchases. If the client does not pay the price for the purchased securities as stated above. The Company has the right to accept the delivery of securities and charge the Company's account to the Client or the Bank Account for automatic debit with the Company (as the case may be) in full the amount to be paid by the Customer for any expenses due to the securities purchased by the Customer, or the Company may proceed to sell such securities at such price as the Company deems appropriate and deposit the funds credited into the Company's account for the Client or the Bank Account for automatic debit with the Company (as the case may be). In doing so, the Company Have the right to proceed without notifying or notifying the customer or obtain consent from the customer.
- (C) In case the customer is waiting for delivery of securities due to default on the delivery of securities. The Client agrees and agrees that the Client may not receive the securities or receive the securities incompletely, and that the Client may not receive any benefits arising from such securities, which the Client may receive (1) a penalty for compensation for damages in lieu of a default of securities and/or (2) a penalty to compensate for damages if such benefits can be calculated in monetary value. According to the number and type specified by the clearing house.

In the case mentioned above. In any case, the Company will charge the Company account to the Customer or the Bank Account for automatic debit with the Company (as the case may be) and for the amount still owed by the Customer shall be deemed to be due on that date. The customer must pay the penalty fee at the rate specified by the Stock Exchange of Thailand and interest to the Company according to the interest rate specified by the Company from time to time.

- In addition to the cases under Clause 4.1, in the event that the Customer agrees to assign to the Company. Proceed with the settlement of securities trading price through mutual funds. Use the proceeds from the sale of securities to purchase investment units of mutual funds specified by the customer for return management, or have the Company redeem investment units of mutual funds specified by the customer in order to use the money to pay for the purchase of securities of the customer, or in the case that the customer has written notice to change the information about the mutual fund used to pay for the purchase of securities or has a subsequent order agreeing to assign to the Company. Proceed to settle the trading price of securities through such mutual funds, unless otherwise instructed by the Client. The payment of securities will be as follows:
- (A) <u>In making payment for the purchase of the Client's securities, the Client agrees to assign the Company to redeem the investment units of the mutual fund specified by the Client and to use the proceeds received.</u>
- (B) Payment for the customer's purchase of securities; In the event that the money received from the redemption of investment units is insufficient to pay for the purchase of securities The Customer agrees that the Customer is still obligated to pay for the purchase of Securities to the Company sufficient for the full amount of the Purchased Securities as specified in Clause 4.1.
- (C) In the case where the client sells securities The customer agrees to assign the company Use the proceeds received from the sale of securities in full to buy investment units of the mutual fund specified by the customer.

In the event that the asset management company refuses to purchase or redeem investment units of the mutual fund specified by the client The customer acknowledges that the company will proceed with the settlement of securities trading transaction as specified in clause 4.1.(27)

# Additional Terms and Conditions Regarding Appointment of Cash Agent/Broker



The customer agrees that the bank account for automatic debit with the company. and the bank account used by the customer to receive payment for redemption of investment units of the mutual fund specified by the customer and the asset management company must be the same account In the event that the customer subsequently changes the bank account used by the customer Receive payment for the redemption of investment units of the mutual fund specified by the customer with the asset management company. The customer must notify the Company of the change of information as letter requesting to change the bank account for automatic debit with the company Such changes will take effect when the customer receives confirmation from The Company has already reached such changes only. The customer acknowledges that the settlement of securities through mutual funds by means of this

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Clause 4.3 involves related expenses such as Brokerage fee Fee for buying or redemption of investment units and/or other fees and expenses Related (hereinafter referred to as "Expenses related to the operation of securities trading through funds") The client agrees to allow the company can debit money from a bank account to automatically debit an account with the company to pay for expenses related to the settlement of securities trading through that fund

In redemption of investment units of the mutual fund specified by the customer If after redemption of investment units. The number of remaining investment units of the customer is less than the minimum number of investment units that the unitholder must hold according to the mutual fund document (if any). Redeem all remaining investment units of the mutual fund specified by the customer and transfer the money received from such redemption to a bank account for automatic debiting with the Company.

In redemption of investment units of the mutual fund specified by the customer If after redemption of investment units. The number of remaining investment units of the customer is less than the minimum number of investment units that the unitholder must hold according to the mutual fund document (if any). Redeem all remaining investment units of the mutual fund specified by the customer and transfer the money received from such redemption to a bank account for automatic debiting with the Company.

### 5. The company's operations

- 5.1 The customer acknowledges and agrees that the Company may conduct securities transactions in the customer's trading account. Either as a principal or as an agent The Company has the right to buy or sell the securities held by the Company and/or that the Company Be an agent and/or broker of others for clients.
- The Client acknowledges and agrees that in the case of buying, redeeming or switching investment units in mutual funds under the management of any asset management company. Payment of purchase or redemption of investment units as well as any other matters related to such investment units. The Client has assigned and appointed the Company as the Client's agent and attorney to perform all of the above actions in accordance with the scope of authority specified in the power of attorney in this regard to the relevant asset management company. The customer has been informed. Read and understand mutual fund documents and agree that increase/decrease assets of mutual funds. Return of benefits of mutual funds The delivery of mutual fund assets and the preparation and delivery of reports related to mutual fund units, as well as other cases, shall be subject to the terms and conditions of mutual fund documents. The Client acknowledges and understands the warnings and disclosures in matters such as risk of investment in investment units, investment risk of mutual funds, conflicts of interest, etc., and agrees to be bound by and comply with the terms and conditions of such mutual fund documents in all respects. The Client acknowledges that the purchase of investment units of a mutual fund under the management of an asset management company may not be possible in the event that the client and persons related to the client hold more than one-third of the total number of investment units sold in the fund or exceed the criteria as required by law.
- 5.3 The customer agrees to be bound by and comply with the rules, conditions and procedures for trading investment units as specified by the Company. announcement from time to time
- 5.4 The customer agrees that the company Temporarily refrain from providing brokerage services for registered securities to clients close trading account trading limit and perform any other acts relating to the trading of listed securities of the client, as the case may be, in order to comply with the order of the Stock Exchange of Thailand Securities Depository Securities Registrar the Clearing House or the SEC Office in the event that the following facts appear:
- (A) The client's trading of listed securities has or is likely to affect the orderliness of the trading of listed securities; or causing or likely to cause the price of listed securities to be inconsistent with normal market conditions;
- (B) The customer has inappropriate trading behavior in listed securities Or may violate the law on securities and stock exchange.
- (C) The client fails to provide notice, provide information or provide clarifications in accordance with Clause 19.2 of Terms and Conditions Relating to Financial Services or providing false information or may lead to material misunderstanding.

### 6. Compliant

In the event that customers have complaints Customers may make complaints to the Company. for the company Consider resolving customer complaints. However, the procedures and methods for receiving and considering solving complaints Reporting of progress and notifying results of consideration is in accordance with the rules and regulations of the Company. and related laws

## Risk disclosure report



This report has been prepared to help you understand the risks that may arise from trading transactions (including the sale of securities without possession) and you should understand the tax burden arising from such transactions. has completed the said transaction. In case you have any questions, you should consult your legal, business and tax advisor in connection with any such securities transaction.

By entering into the terms and conditions relating to the provision of financial services Including additional terms and conditions regarding the appointment of a cash agent/broker, it is assumed that the client has acknowledged and understood the information contained in this report. Before starting to trade securities in the stock exchange and/or any other trading center

Trading in securities may carry a high level of risk due to stock market volatility and the risk of loss is material. Similar to the price of a security, it is volatile and may cause the price of a particular security to have no value at all, so you must be prepared to take this risk. In addition, you should enter into securities trading only if you understand the nature and scope of your rights. obligations and risks associated with them in full. For example, in the case of derivative warrants where you are unable to exercise your rights under derivative warrants after the expiry date. You should also consider whether the transaction is suitable for your risk appetite. This is based on your investment objectives and financial status. In addition, you are aware of the nature of risks that may arise from selling securities without securities in your possession, such as fluctuations in stock exchange indices. Volatility in the value of securities Risk arising from changes in laws, regulations and notices related to securities borrowing and lending transactions and the sale of securities without securities in their possession.

For foreigners holding shares designated as Thai holders and Thais holding shares designated as foreign holders, such persons may not have the right to register as owners of such shares on his/her behalf. This depends on the proportion of foreign ownership of the issuer company and if the shares are not registered in their name. Such person shall not be entitled to any benefit from the issuer of such securities, including dividends and voting rights, etc., and any person who acts for the benefit of a foreigner in the receipt of such rights may be subject to criminal penalties. You accept all risks that may arise from holding such shares. It is also acknowledged that under no circumstances shall Globlex Securities Co., Ltd. assist you in any way in order to obtain any rights in such shares from the issuer.

In addition, the assets and their value in your account are not protected under the Deposit Protection Agency Act or under protection from any other government agency. or any insurance

### For margin account holders (Credit balance system) You have been notified and acknowledged the following

- 1. Borrowing money for investment can be considered as one of the actions to increase financial impact. How to gain profit from increasing financial results The return received on such investment must be higher than the cost of the borrowed money. In addition, tactics to increase financial impact can result in profits or losses in investments. All in all. How high is the financial return? The greater the likelihood of profits or losses, the greater the likelihood of profits.
- 2. Value of securities placed as collateral will be updated according to the closing price of that security Such adjustments to the value of securities may result in an increase or decrease in your purchasing power.
- 3. This report They are not prepared for the purpose of disclosing all the risks and material aspects associated with trading transactions on the stock exchange or any other brokerage.



- These additional terms will apply to the customer only if the customer and the company have agreed to enter into this transaction only-

#### 1. Introduction

- 1.1 These additional terms and conditions are made to set out the conditions, rights, obligations, representations, and practices. specifically related to borrowing and lending of securities between the Company and its customers
- 1.2 These additional terms and conditions relating to borrowing and lending shall apply immediately between the Company and the Customer when (a) the Customer signs a letter of additional request regarding the application for securities borrowing and lending services and sends such letter of intent to the Company in the manner prescribed by the Company, and (b) the Company accepts and accepts the provision of services to the Customer whether in written form or not.

The Company has the right to refuse service if the Company finds that the Customer is not sufficiently suitable for the transaction or the Company's services may be contrary to or contrary to the law or for any other reason at the Company's discretion. referee The Company shall be liable only to the extent of actual damages.

- 1.3 Additional Terms and Conditions Regarding Borrowing and Lending of Securities which hereinafter referred to as "Additional Terms and Conditions Regarding Securities Borrowing and Lending" including any other relevant documents. It is part of the transaction document. As defined in the terms and conditions relating to the provision of financial services that the client has entered into with the Company. ("Terms and Conditions Regarding Financial Services")
  - 1.4 The objectives of borrowing or lending securities are as follows:
  - (A) To allow borrowers or other persons to deliver the sold securities; or will be sold, and/or
  - (B) To allow the borrower or other person to return the previously borrowed securities; and/or
- (C) To enable the borrower or other persons to perform their obligations according to the type or characteristics as specified by the SEC Office

### 2. Definition

Unless specifically defined in the Financial Services Terms and Conditions, The following words shall have the meanings as defined below:

- (A) "Lending Securities" means all types of securities as defined or specified in the Securities and Exchange Act and in the securities depository system of the Securities Depository Center authorized under the law on borrowing. with securities and stock exchange or juristic person established under foreign laws that can provide services as a securities depository under the laws of that country and under the supervision of the authorities or regulators responsible for securities or other securities. That is allowed to borrow or lend according to the relevant laws or regulations
- (B) "Value" means the underlying price or value of any lending securities or collateral; Including equivalent securities or equivalent collateral provided.
  - (C) "Short sale" means the sale of securities which must be borrowed for delivery.
- (D) "Securities Delivery Date" means the date on which the Borrower receives the transfer of the Securities lent under these Additional Terms on Securities Borrowing and Lending.
- (E) "**Deal Confirmation**" means a document specifying the details of borrowed securities, type, type, issue, amount of collateral. Securities Lending Fee period of securities lending, etc., which the document confirms this transaction considered part of this Addendum on Securities Borrowing and Lending.

### 3. Securities borrowing and lending

3.1 Borrowing of Securities by the Company The customer agrees to allow the company Have the right to borrow securities of customers in the securities trading account according to the broker appointment agreement for securities trading in general ("Securities Trading Account") whereby the Company has the right to choose to borrow any securities. in the trading account whether the securities are available today or that will continue in the future without limiting the number of securities number of times borrowed and the period of borrowing, and the Company is not required to obtain additional consent each time the Company for securities borrowing. The company will send documents confirming the transaction to the customer. Customers will receive borrowing fees according to the rates, conditions and within the time that the company specified in the confirmation document

### 3.2 Borrowing of securities by customers

(A) In the event that the Client wishes to borrow securities, the Client shall give written notice or any other means by which the Company To be aware of the intention to borrow securities, including details of securities to be borrowed and other conditions for securities borrowing, it shall be at the discretion of the Company and the lender to consider lending securities or not. If the Company agrees to lend, the Company will send a document confirming the transaction to the Customer, the Customer must pay the borrowing fee to the Company according to the rate and conditions and within the time that the Company Specified in the transaction confirmation document or in the Company's procedures.



- (B) In the event that the Customer has borrowed securities from the Company for purposes different from those specified in Clause 1.4, the Company reserves the right to cancel the loan and recall such securities immediately. The Customer agrees to be liable to indemnify the Company for any damages if the Company is punished or fined by the SEC or any other agency due to the Customer's borrowing of securities for purposes which are not in accordance with the SEC. SEC or such agency
- (C) The Company, as the lender, shall deliver the lending securities by transferring the lent securities to the cash or credit balance account of the client which has been opened with the Company. If the Client does not short-sell such securities within the time specified by the Company. The Customer shall return the borrowed securities together with the payment of the borrowing fee to the Company immediately, unless otherwise agreed with the Company. The Company will notify the customer.
- 3.3 In the event that there is any conflict or conflict between the statements and/or conditions in the additional terms and conditions relating to the borrowing and lending of securities and in the confirmation documents. Only if the text and/or conditions in the Additional Terms relating to the borrowing and lending of this securities and in the confirmation document are contrary or contradictory. The parties agree that the text and/or conditions in the Confirmation Document shall prevail and supersede the text and/or conditions in the Supplemental Terms relating to the Borrowing and Lending of Securities.

### 4. Guarantee

- 4.1 In the event that the company is the borrower and the customer is the lender. The parties agreed that
- (A) The Company agrees to provide cash collateral to the customer within each borrowing date from the customer. And agree to maintain the ratio of the collateral value to the value of the borrowed securities at any given time as agreed. under the rules and conditions and methods specified by the SEC Office
- (B) The Client agrees to deposit the collateral that the Client will receive from the Company with the Company in order for the Company to retain and invest such amount on behalf of the Client in accordance with the terms and conditions relating to financial services. Section 9.5 The Client acknowledges and understands that the Client's funds retained with the Company are not subject to the protection measures of the Recovery and Development Fund Financial Institutions In the event that the collateral value to the value of the lending securities is lower than the specified amount, the Company agrees to place additional collateral to the customer. In case the value of collateral to the value of borrowed securities exceeds the specified amount, or the borrowed securities decrease in value. The customer agrees to return the excess collateral to the Company.

The Client agrees to deduct such amount from the Client's money account deposited with the Company. In this verse, In case of an increase in the value of borrowed securities, the Customer agrees to the Company. Deposit the additional collateral into the client's money account deposited with the Company. In the first paragraph

4.2 In the event that the Customer is the borrower and the Company is the lender, the parties agree that before every securities borrowing, the Customer must have cash and/or listed securities as collateral. The Company will take into account the liquidity, price fluctuation, and investment risk of each security. The specified rate of each security shall not be lower than the initial margin rate set by the SEC. SEC or the Stock Exchange of Thailand

### 5. Calculation of the value of borrowed securities or collateral

The calculation of the value of borrowed securities or collateral shall be calculated under the rules, conditions and procedures of the SEC. set

#### 6. Certification of borrowed securities

The Lender hereby certifies that the Lender has the legal right to transfer all ownership of the Lending Securities to the Borrower without preferential rights. Deprivation of any right, pledge or obligation if it subsequently appears that such securities are defective or incomplete. The lender must deliver securities of the and agree to be responsible for damages arising from such defects and imperfections.

### 7. Adjustment of the amount or value of borrowed securities or collateral

The parties agree to adjust the amount or value of the borrowed securities or collateral when any of the following events occur during the period when the maturity date of the borrowed securities or collateral has not yet been reached, which will affect the benefits upon the return of the borrowed securities or collateral in accordance with the additional terms and conditions relating to the borrowing and lending of this securities.

- (A) Grant of rights to purchase new shares to shareholders in proportion to the number of pre-existing shares.
- (B) Changes in the par value of securities resulting in an increase or decrease in the number of such securities;
- (C) Redemption of securities
- (D) Mergers Merger or tender offer for acquisition of securities
- (E) Dividend payment in shares
- (F) Conversion of securities, or
- (G) and Any other similar case.

#### 8. Reimbursement or reimbursement of benefits

In case there are interests or rights arising from lending securities, such as the right to receive dividends. The right to purchase additional shares, the right to attend the shareholders' meeting, or other rights.



- 8.1 Dividend Compensation If the borrower does not exercise the right to return the securities or the lender does not call back the securities 4 working days before the book closing date, the borrower will pay dividends to the lender within the date the issuer pays dividends.
- 8.2 Compensation for capital increase rights If the lender does not reclaim the securities or the borrower does not exercise the right to return the securities. If the lender wishes to exercise the right to subscribe for additional shares. The lender must pay the subscription fee at least 3 working days before the subscription due date. If the subscription is not allocated Refunded subscription fee The borrower must return it to the lender within 2 working days from the date of receipt. In case of being able to subscribe for additional shares The borrower must deliver the shares to the lender by 12.30 p.m. on the day the shares are authorized to be traded on the Stock Exchange of Thailand.
- 8.3 Compensation for the right to hold the shareholders' meeting If the lender wishes to exercise its right to attend the shareholders' meeting. The borrower must prepare a proxy letter for the lender to attend the meeting and exercise the right to vote. For the right to attend the shareholders' meeting not less than 5 working days.
- 8.4 Compensation for other rights relating to securities lent When the lender gives written notice to the borrower not less than 4 working days before the date of the redemption, the borrower will exercise the rights according to the lender's wishes, but the lender must comply with the conditions specified by the issuer.

### 9. Return of borrowed securities and return of collateral

- 9.1 In the event that the Company is the borrower and the Customer is the lender, the parties agree that:
- (A) The Customer has the right to recall securities lent from the Company. The Company must be notified every working day before 12.00 noon.
- (B) The Company has the right to return the borrowed securities to the Client at any time. The customer must return the collateral to the Company at the same time that the Company Return securities to clients If the Client fails to return the Security to the Company, the Customer agrees that clause 11.2 shall prevail.
- (C) If the Customer has sold or transferred the lending securities. The client must return the collateral to the Company within the date of sale or transfer of such securities. If the Customer fails to return the Security to the Company, the Customer agrees to apply the provisions of Clause 11.2.
  - 9.2 In the event that the Company is the lender and the customer is the borrower, the parties agree that:
- (A) The Company has the right to recall securities borrowed by the Customer at any time by notifying the Customer before 12.00 p.m. on the working day and the Customer agrees to return such securities to the Company within the 2nd business day from the date the Company notifies the Recall of the Lending Securities.
- If the customer has to buy securities to return to the Company. Customers must purchase the same amount of securities of the same type, type and amount as the borrowed securities within the date the Company notifies the recall of the lending securities to be delivered to the Company within the 2nd business day from the date the Company notifies the recall of the borrowed securities. If the Customer fails to return or repurchase to the Company within the specified date, the Customer agrees that Clause 10.2 shall apply.
- (B) The Customer has the right to return the securities borrowed to the Company. The Company must be notified at least 1 business day in advance.

### 10. Securities borrowing and lending fees

- 10.1 The borrower agrees to pay the securities borrowing fee to the lender by specifying the fee in the confirmation document or in the Company's procedures. The rate of securities borrowing and lending fees is set as an annual percentage of the value of securities borrowed or lent every working day. The borrower agrees to pay the borrowing fee including VAT (if any) to the lender on a monthly basis or immediately upon the return of the borrowed securities, as the case may be.
- 10.2 The period for calculating the fee for borrowing and lending securities shall be from the date the borrower receives the securities until the business day preceding the date of return of securities to the lender.

### 11. Events of default and actions when defaulted

- 11.1 In the event that the Company defaults in not returning the borrowed securities to the Client or the Company. Failure to comply with the contract or breach any of the conditions in this agreement, or the Company is insolvent or bankrupt or has been ordered by the court to protect the assets. The Client has the right to terminate the Agreement immediately and/or use the collateral money given by the Company to the Client to purchase securities of the same type, type and amount in the same amount in equal quantities in order to replace securities that the Company has not returned to the Customer if the collateral amount is insufficient and the Customer has paid the advance on behalf of the Company. It does not preclude the customer from claiming any other legal damages.
- 11.2 In the event that the Customer fails to return the collateral to the Company, or the Customer fails to comply with the Contract or breaches any of the conditions of this Agreement, or the Customer becomes insolvent, or becomes bankrupt, or is ordered by the Court to protect the assets, the Company has the right to terminate the Agreement immediately or to deduct the debt and/or forcibly sell the borrowed securities or other securities of the Customer in the possession of the Company. In order to repay the debt to the Company together with interest at the maximum rate specified by the Company from the date the customer defaults until the date the Company have fully repaid the debt. It does not preclude the Company from claiming any other damages under the law.



11.3 In the event that the Company is the lender and the Customer is the borrower. Both parties agree that in the event that the Customer fails to return the securities borrowed to the Company, or the Customer fails to comply with the Agreement, or breaches any of the conditions of this Agreement, or the Customer becomes insolvent, or becomes bankrupt, or is ordered by the Court to protect the assets, the Company has the right to terminate the Agreement immediately and/or deduct the value of the Customer's assets in the possession of the Company or purchase securities of the same type, type and amount to replace the securities that the Customer must return to the Company. If such funds are insufficient and the Company has paid advances on behalf of the Customer, the Customer agrees to pay such advance back to the Company together with interest at the maximum rate specified by the Company from the date the Company advances until the date the Customer receives the advance.

In addition, the client agrees to compel the Company to forcibly sell other securities of the customer in the possession of the Company, at a price that the Company deems appropriate.

### 12. Risks of borrowing and lending securities

The lender and borrower acknowledge that the lending and borrowing of securities There is a risk of an increase or fall in the price of borrowed and borrowed securities and the risk of the lender and borrower being able to recall or return the securities to the other party at any time. When the lender recalls the lending securities. The borrower must return the same type and amount of securities as the borrowed securities to return to the lender within the time specified and conditions agreed with the lender. The customer, as the lender, must return the collateral to the Company. as a borrower at the same time that the borrower returns the securities to the lender.

### 13. Termination

The parties, the lender and the borrower, each have the right to terminate their obligations under this Additional Terms of Agreement on the Borrowing and Lending of Securities by giving the other party not less than 30 business days prior written notice provided that both parties do not owe to each other at the time of termination.

In the event that either party, the lender or borrower terminates the contract while indebted, whether in accordance with the contract, additional terms and conditions relating to the borrowing and lending of this securities or any other documents under this agreement relevant. Both parties agree that the notice of termination shall be enforceable against the other party. In the event that the debt owes to each other while either party terminates the Agreement under any circumstances, the parties shall remain liable under the Additional Terms of Agreement relating to the borrowing and lending of this Securities until the debt is fully paid.

#### 14. Advances

All advances or expenses paid by the Company as a result of the customer's default or breach of contract with respect to the additional terms and conditions relating to the borrowing and lending of this securities. Even without prior notice to the Customer, the Company shall be deemed to have acted within the scope of necessity and benefit to the parties in all respects. The Customer agrees to be responsible for reimbursement to the Company together with interest as specified in Clause 11.

### 15. Applicable

If the terms or conditions in the Additional Terms and Conditions relating to the borrowing and lending of this Securities are void. Void, non-binding or incomplete in any way. Neither party agrees that the void, void, non-binding or incomplete portion of the terms and/or conditions thereof. The full part of the terms or conditions shall continue to be enforceable.

### 16. Related Regulations

Unless otherwise stipulated in this Additional Terms and Conditions Agreement on Borrowing and Lending of Securities. The Borrower and Lending Parties agree to comply with the announcements or regulations of the Securities and Exchange Commission and/or the Stock Exchange of Thailand and/or Thailand Securities Depository Company Limited and/or any related entities as well as the Company's regulations, whether contained in this Additional Terms and Conditions Agreement relating to the Borrowing and Lending of Securities or to be announced in the future.



## Conditions for borrowing and lending of securities

- 1. Opening a securities lending and lending account, the customer must comply with as follows
  - 1.1 Sign the securities loan and lending agreement with the attached memorandum
  - 1.2 Borrowing and lending services via account (Cash, Cash Balance, Credit Balance)
- 2. Securities that have been borrowed are securities at Thailand Securities Depository Co., Ltd. or the Bank of Thailand. Act as the registrar of such securities or other securities authorized to be borrowed or lent in accordance with the regulations of the Securities and Exchange Commission.
- 3. The borrowing period of securities can be borrowed consecutively for not more than 1 year.

### 4. Type / value of collateral / return of collateral

4.1 The Company determines the type of collateral in cash and securities listed on the Stock Exchange of Thailand. The collateral shall not be a guarantee for any other liabilities or obligations which the borrowing customer must place before borrowing at the rate of not less than 150% of the value of the borrowed securities. It can be converted to a new rate with the consent of both parties.

### 5. Margin Call

- 5.1 When collateral falls below 140% of the value of borrowed securities The borrower will place additional collateral greater than or equal to the value of the collateral in Clause 4 and the borrower will send the collateral to the lender in cash or cashier's cheque by 12.30 p.m. on the next business day.
- 5.2 When the collateral falls below 125% of the value of the borrowed securities, the borrowing customer agrees that the Company has the right to enforce the collateral to purchase the borrowed securities and the borrowing customer agrees to deliver the repurchased securities to the Company.
- 6. Return of borrowed securities / Recall of borrowed securities
- 6.1 The lender has the right to recall the lending securities. Borrowers can be notified every working day before 12.00 noon.
- 6.2 The borrower has the right to return the entire amount of borrowed securities by notifying the lender every working day before 3.00 p.m.

### Note:

- 1. The Company Have the right to recall securities immediately. If the borrowed securities have the registration book closed, they will receive any rights such as the right to receive dividends. The right to subscribe for additional shares, etc., by borrowing customers does not constitute a breach of the terms and conditions of the loan.
- 2. The Company Have the right to recall securities immediately. If the borrowed securities are recalled by the lender from the Company, the Company does not have sufficient quantities of shares to be returned to the securities lender.
  - 3. The Company will return the collateral once the borrowed securities have been recovered.

### 7. Borrowing fees

7.1 The parties agree to fix the fee rate as a percentage per day or per annum as specified in the transaction confirmation document from the value of borrowed securities at the closing price of the end of the working day (excluding VAT).

**Remark:** The parties will agree on the fee rate from time to time by specifying the agreed fee rate in the transaction confirmation document.

7.2 The period for which the fee is calculated will be from the date of receipt of securities from the lender until the business day preceding the date of return of securities to the lender without charging the fee on the return date (where the number of days used to calculate annually is 365 days). The borrower will pay the fee to the lender on a monthly basis or upon termination of the contract (calculated from the closing price of the borrowed securities on a daily basis) according to the fee rate agreed with the Company, and the borrower will pay the fee to the Company within 2 working days after the end of the month or the date of termination.

### 8. Testimonials

Borrowers are well aware of the risks that may arise from borrowing securities as per this annex, such as fluctuations in the stock market price index. Fluctuations in the value of securities and assets may be called upon to return securities. The Company may enforce the collateral of the borrowing customer. The borrower acknowledges and understands that the signing of this financial transaction constitutes an acknowledgement of all risks.



# Clarification for investors for securities borrowing and lending transactions (SBL)

I wish to open a securities borrowing and lending account with Globlex Securities Company Limited (the "Company") which the Company's investment advisor has clarified to me in the information and agreement for securities borrowing and lending transactions. In the following points,

- 1. SBL transactions can be done by retail investors, institutional investors, and hedge funds.
- 2. Securities borrowed and landed, such as securities used in the calculation of SET 100 index, ETFs and other securities authorized by the Company.
- 3. Entering into a contract with the Company, the client enters into a securities borrowing and lending agreement (Master Agreement) only once, whereby the Company will send a confirmation statement to the customer every time a transaction occurs.
- Collateral for Cash and Cash Balance accounts, i.e. Cash
   For credit balance accounts, collateral includes cash and listed securities.
- 5. The SET requires that the short selling price of the shares be at a price not lower than the last trade price according to the Zero Plus Tick Rule.
- 6. Securities with book closure, dividend payment (XD), right to subscribe for new securities (XR), right to attend the shareholders' meeting (XM) and marking the borrower must repurchase such securities within 4 working days prior to the marking date and return the securities to the Company at least 1 day prior to the marking date no later than 4.30 p.m., even if the shares have been borrowed for a fixed period of time.
- 7. At the end of every working day, the margin value will be adjusted according to the market price (Mark to Market) to check whether additional margin is required or not.
- 8. During the day, if the value of the collateral drops by more than 140%, the customer can place more collateral or buy back the securities to bring the collateral back to 140%, otherwise the customer must top up or repurchase the securities to give back 150% of the collateral by 3.30 p.m. on the next business day.
- 9. When the collateral falls below 125% of the value of the borrowed assets, the Customer agrees that the Company has the right to enforce the repurchase of the securities and deliver the repurchased securities to the Company.
- 10. The Company uses principles or operational guidelines in selecting counterparties to borrow and lend securities. as follows
  - 1. Use the Random Matching method
- 2. In case there is a counterparty wishing to borrow securities for covered short, in case of failing settlement, the method of selecting the lender of securities with the largest number of securities free will be used first.
  - 3. Select according to the appropriate method which is at the Company's discretion in each situation.
- 11. In the event that the Company has changed the conditions or criteria or announced or guidelines for any operation. In any transactions that the Company provides to customers, the Company will announce to customers to proceed via the <a href="http://www.globlex.co.th">http://www.globlex.co.th</a> website or post them at the Company's branch offices.
- 12. The Company has the right to recall securities lent to customers at any time. The recall will be notified to the customer before 12.00 p.m. on the business day and the customer must return the securities within 2 working days from the date of the recall.
- 13. To calculate the fee for borrowing and lending securities, 365 days are used as the divisor.
- 14. The Customer or the Company may terminate the Contract by notifying the other party in writing not less than 30 working days in advance, provided that both parties do not have any outstanding debts to each other at the time of termination.

# Additional terms and conditions regarding the appointment of foreign brokers/agents



-These Additional Terms shall apply to the Client only if the Customer and the Company have agreed to enter into this transaction.

#### 1. Introduction

- 1.1 These additional terms and conditions are made to set out the conditions, rights, duties, representations. Specific practices relating to the provision of services as foreign securities brokers/agents
- 1.2 These additional terms and conditions relating to the appointment of foreign securities brokers/agents shall apply immediately between the Company and the Client when (a) the Client places an order to sell foreign securities to the Company, whether by telephone, internet or through the Company's staff, and (b) the Company accepts and accepts the provision of services to the Client in written form or not.

The Company has the right to refuse to provide services if the Company finds that the Customer is not sufficiently suitable for the transaction or the Company's services may be contrary or contrary to the law or for any other reason at the Company's discretion. referee The Company shall be liable only to the extent of actual damages.

- 1.3 The Company will automatically open Cash Balance accounts for clients in conjunction with opening foreign securities trading transactions. If the customer does not use the Company's Cash Balance account service, the customer is not bound by any additional terms to open such Cash Balance account with the Company.
- 1.4 Additional terms and conditions regarding the appointment of this foreign broker/brokerage agent. This shall be referred to as the "Additional Terms and Conditions Relating to the Appointment of Foreign Brokers/Brokers" and any other related documents as part of the transaction documents as defined in the terms and conditions relating to the provision of financial services that the Client has agreed with the Company (the "Terms and Conditions Relating to the provision of financial services").

### 2. Definition

- 2.1 Unless specifically defined in the terms and conditions relating to the provision of financial services. The following terms shall have the following meanings:
- (A) **"Purchase"** shall include the subscription for securities or the exercise of subscription rights for securities offered to existing securities holders.
- (B) "Offshore Securities Trading Account" means a foreign securities trading account opened by the Client with the Company pursuant to Clause 3.1, whether or not securities are traded via the Internet.
- (C) "Allocation limit" means investment limit in foreign securities. which the Bank of Thailand assigns the SEC to allocate credit lines
- (D) "Foreign securities" means securities denominated in foreign currencies; and/or sold abroad by foreign governments international organization or foreign juristic person
  - (E) "SEC Office" means the Office of the Securities and Exchange Commission. and stock exchange

### 3. Assignment

- The Client agrees to appoint and authorize the Company to be the legitimate agent and/or broker of the Client, including the power to appoint a sub-agent or act on behalf of the Company for the Client for any operations related to foreign securities in all cases, whether on or outside the Stock Exchange and whether trading securities via the Internet or through the Company's staff, including but not limited to trading, distribution, transferring, etc. storage Delivery or delivery of foreign securities Requesting an allocation limit Opening a Foreign Securities Trading Account with a Foreign Financial Institution Opening a foreign currency deposit account with both Thai and foreign financial institutions Any other matters that the relevant regulations require the Company to comply with, including the preservation of assets or other benefits in connection with the performance of duties in accordance with the terms and conditions relating to the provision of financial services, including additional terms and conditions relating to the appointment of foreign securities agents/brokers, as well as making payments for the purchase of foreign securities. Receive money for the sale of foreign securities Pay and accept payment of fees, stamp duty and any expenses in connection with the trading of foreign securities. Exercising any rights of the Customer, storage Delivery or delivery of foreign securities of the Client Receiving and/or complying with the Client's instructions, whether oral or written, and any other instructions relating to or in connection with the trading of foreign securities in any foreign securities trading account opened by the Client with the Company (each of which the Client accounts are referred to as "Foreign Securities Trading Account"). The Company agrees to act as an agent and/or broker in the above operations for the Client. Subject to the terms and conditions specified in the terms and conditions relating to the provision of financial services, including additional terms and conditions relating to the appointment of foreign securities agents/brokers, the Client acknowledges and agrees that the Company may conduct transactions relating to foreign securities in the Client's foreign securities trading account either as an agent or as an agent.
- 3.2 The Client agrees to ratify and agree to be bound by any actions that the Company and/or its sub-agents have acted as the Client's agent/broker in accordance with the terms and conditions relating to the provision of financial services, including additional terms and conditions relating to the appointment of this foreign broker/broker.



## Additional terms and conditions regarding the appointment of foreign brokers/agents

#### 4. Conditions for Foreign Investment

- 4.1 The client must obtain approval for investment in foreign securities from the Bank of Thailand. government official Exchange control in accordance with the Exchange Control Act and/or from relevant agencies (if any) from time to time and allocate a credit line to invest in foreign securities from the SEC. Before investing in foreign securities or before increasing investment in foreign securities The Customer acknowledges that the Customer may not approve or allocate the above allocation amount as the Customer desires. whether directly or indirectly from the Company.
- 4.2 The Client acknowledges that the Client can trade foreign securities through a foreign securities trading account Cash Balance can only be achieved by agreeing to place money with the Company before placing an order to sell securities abroad by the money placed by the client with the Company for overseas transfer and the money of the client located overseas. The Customer agrees that the Customer will not receive any interest or other benefit from such money unless the Company considers to grant interest or any other benefit as the Company will notify the Customer from time to time at a rate not exceeding the actual amount received by the Company after deducting any expenses and taxes payable by the Company.
- 4.3 The Client agrees to authorize the Company to appoint a foreign financial institution and/or custodian for the benefit of trading foreign securities and the custody of the Client's assets on behalf of the Company in accordance with the form and method that the Company deems appropriate under the requirements of laws related to the custody of the Client's assets. The Client has given his sole consent and authority to the Company to exercise its sole discretion in selecting foreign financial institutions and/or custodians. The Client agrees to be indemnified to the Company for any fees incurred, including expenses paid by the Company, for the maintenance of the Client's assets. Disclose customer information to financial institutions or custodians for the benefit of foreign securities investment and asset custody. In addition, the Company agrees to be liable for any loss or damage directly incurred to the customer's property only due to neglect of duty in accordance with the above requirements. The Client acknowledges and agrees that the Client's overseas assets may not be named as the property holder or account holder or claim title directly by share certificates, securities certificates, account names and electronic documents may appear in and/or be held by the Company or its agents or counterparties or any other person. In such assets, the Company will separate the assets of each customer under the Omnibus Account for such customers from the other assets of the Company.

If the foreign securities purchased by the Customer are exercised in the Voting Right meeting and the Customer wishes to exercise such voting rights, the Customer shall notify the Company and request to transfer such foreign securities to the Client's named account, and the Customer will exercise the right by himself. However, if the customer fails to accept the transfer of foreign securities to the named account or is unable to accept the transfer. The Customer agrees that the Company assumes that the Customer does not wish to exercise such voting rights.

- 4.4 The Client acknowledges and agrees that in investing in foreign securities, Customers must comply with the guidelines. The procedures or conditions specified in the investor handbook appearing on the Company's website which the Company reserves the right at its sole discretion to change without the prior consent of the customer. In order to amend such changes, the Company may notify the address or E-mail address that the Customer has informed the Company or the Company may notify the Customer via the website and the Customer agrees to comply with the rules. The Company's procedures or conditions have been amended in all respects.
- 4.5 The Client acknowledges and agrees that there may be delays or discrepancies in the trading of foreign securities for processing or displaying the bid or offer price. The Customer agrees to bear the above risks and agrees that in no event shall the Customer be responsible for any purchase or sale transactions that occur in accordance with the Customer's instructions in all respects.
- 4.6 The Client agrees and appoints the Company to choose to use foreign exchange services. Overseas money transfer services or foreign exchange risk prevention contracts with authorized commercial banks as the Company deems appropriate without prior customer consent. The Client agrees to be responsible for the foreign exchange fee. Money Transfer Entering into a contract to hedge against foreign exchange risk by allowing the Company to deduct from the money deposited by the Client or from any other account of the Client.
- 4.7 The Client agrees that in case the Client wishes to enter into a contract to hedge foreign exchange risks by himself (Currency Hedge) in connection with investment in foreign securities. Customers are required to obtain prior written approval from the Company before doing so every time.
- 4.8 The Client agrees that the Client's funds located abroad will be held in an account on behalf of the Company for the Client in foreign currency with the foreign financial institution or custodian of the assets. The settlement of debts or any operations in the Client's foreign securities trading account shall be made using foreign currency provided by the Company. In case the client has several foreign currencies placed with the Company due to securities trading in many countries. If any foreign currency is insufficient to pay the purchase price of any securities, the Client agrees that the Company shall decide on the type of currency available by the Customer in order to pay the purchase price of the Client's overseas securities in any currency as the Company deems appropriate without prior notice or consent from the Customer.

## Additional terms and conditions regarding the appointment of foreign brokers/agents



- 4.9 The Client agrees and acknowledges that the Client is not authorized to place an order to buy or sell/offer to buy or offer for sale securities in a foreign category of It is not allowed to subscribe for additional shares sold to existing shareholders or any other rights which the Client shall be liable to pay for the exercise of such rights while the Client does not have enough cash in the foreign securities trading account or as a result the Client does not have enough cash thereafter. In addition, the Client agrees and agrees that although the Client may place such orders or exercise such rights in violation of the above provisions through the Internet trading system of foreign securities, the Client may not exercise such rights. It is not grounds for the Customer to hold that the Company has agreed to allow the Customer to place orders or exercise such rights. If the Company detects any of the above violations, the Company reserves the right to take any action without prior notice, including but not limited to cancellation. Revoke any customer order. The Company shall not be liable under any law or be liable for any loss, damage or loss to the Customer whether directly or indirectly. In the event that the Client does not have sufficient funds to complete the transaction within the specified date, the Client acknowledges and consents to the Company forcing the sale of securities purchased by the Client or any other securities. The Company shall not be liable for losses arising from the sale of such securities. All in all. If the customer does not have any securities in the account or there are not enough securities in the account. Customers are required to transfer money abroad to pay for the deficient purchase as well as late penalties. Transfer expenses or other expenses to the Company as soon as notified.
- 4.10 The Client agrees to the Company disclosing or reporting the Client's information related to foreign securities trading accounts to the SEC. SEC and/or the Bank of Thailand and/or other relevant agencies whether domestically or internationally. This is required by relevant laws or regulations, including but not limited to reports on the purchase and sale of foreign securities. Profit and loss Depositing and outgoing funds, etc.
- 4.11 The Client is not permitted to transfer or receive transfers of funds or securities between the Foreign Trading Account and the Client's other account opened abroad. Except for the transfer of foreign securities in the client's securities account to another securities account and/or securities account. Private Fund of clients opened and/or managed by the Company or by other securities companies in Thailand, or securities transfer or money to foreign securities trading accounts. All in all. In accordance with relevant rules or regulations and authorized by the Company.
- 4.12 The Client hereby represents and confirms that the funds used to invest in foreign securities are the Client's own funds and are not loans in any way. In addition, the Client certifies that the Client intends to invest in foreign securities only. It does not have any hidden purpose such as currency or exchange rate speculation and is entirely the client's own wish. The Customer does not act on his own behalf for any other person.
- 4.13 The Company will retain the investment transferred by the Client to the Company. Sales proceeds, dividends, interest or any other income arising from investing in foreign securities in the Company's account for overseas customers. If there is no consecutive movement for more than the period that the Company deems appropriate, the Client agrees and consents to the Company transferring the Client's funds in such amount as the Company deems appropriate back into Thailand. The Customer agrees to bear all fees and/or tax liabilities that may arise.

#### 5. Other Agreements

- 5.1 The Client acknowledges and understands that any income generated from trading securities abroad may be withheld in accordance with relevant laws or regulations in each country. The Customer acknowledges that the Customer may not receive any benefit from the Convention between Thailand and other countries for the avoidance of double taxation and prevention of tax evasion in respect of tax collected from income and that the Customer may have tax liability, including the duty to file transactions relating to assessable income according to the law. In the event that laws, rules or regulations of the Revenue Department require the Company to process withholding tax, the Customer agrees to the Company to process withholding tax and submit it to the Revenue Department.
- 5.2 The Client acknowledges and understands that any fees arising from the account maintenance fees charged by the Client will bear all the burdens arising from opening an offshore securities trading account. In each country
- 5.3 The Customer wishes to request for the receiving service. Reports and other documents, including monthly investment reports (collectively, the "Report"). The Client agrees that the Company shall treat the signing of the transaction documents as an expression of intent to agree and agree to be bound by the terms and conditions regarding receiving reports in electronic form via electronic mail (E-mail) in accordance with the details specified in the transaction documents that the Client has expressed intention and as shown on the Company's website in all respects.
  - 5.4 The Client agrees and acknowledges that:
- (A) The Client shall not have any direct legal relationship with the foreign financial institution that is a party to the Company, and any securities or transactions under the Foreign Securities Trading Account shall be conducted through the Company only.
- (B) The Client may not communicate directly or indirectly with foreign financial institutions on behalf of the Company on behalf of the Client;
- (C) The Client shall not use the trading system provided by the Company or take any action that results in foreign financial institutions having duties and liabilities to third parties for errors and discrepancies in the information received due to restrictions on the use of the Internet. (Internet) if there is damage caused by such incident. The Client agrees not to claim any damages from the Company and assumes all risks by himself.



## Additional terms and conditions regarding the appointment of foreign brokers/agents

#### 6. Delivery & Payment

- 6.1 The Client agrees to deliver the securities to the Company for the delivery of the securities sold, and the Client agrees to pay the Company for payment of the purchased securities or securities and to pay for the purchase of securities in accordance with the regulations of the foreign stock exchange. The Client acknowledges that the Company agrees to allow the Company to debit from the Company's account for the Customer or the Bank Account for automatic debit with the Company (as the case may be) the full amount that the Customer is required to pay for the purchase of securities or to deliver securities from the Client's trading account. In the event that the customer orders the sale of such securities in order for the Company to deliver, such operation will be in accordance with the terms, periods, and conditions specified by the Company, and the Company will not proceed with the partial settlement of securities.
- 6.2 In the event that the Customer is unable to procure securities to deliver to the Company for the delivery of securities upon sale of securities or fails to make payment for purchased securities in accordance with the specified criteria, the Company has the right to do the following:
- (A) In the case of a sale of securities, the Company shall have the right to purchase securities for delivery at the price that the Company deems appropriate and charge fees and expenses for such processing from the Company's account for the Client or the Bank Account for automatic debit with the Company (as the case may be), then proceed to deliver the securities to fulfill the Client's obligations and credit the proceeds to the Company's account for the Client or the

Bank Account for automatic debit with the Company (as the case may be), or the Company may borrow securities on behalf of the Client for delivery and collect fees and expenses incurred as a result of borrowing securities or providing collateral, or the Company may borrow any securities in the securities trading account. In doing so, the Company has the right to act without notifying or notifying the Customer or obtaining the consent of the Customer, or

(B) In the case of securities trading, the Company has the right to accept the delivery of securities and charge the Company's account to the Client or the Bank Account for automatic debit with the Company (as the case may be) in full the amount to be paid by the Client for any expenses due to the securities purchased by the Client. In doing so, the Company has the right to proceed without notifying or notifying the Customer or obtaining the consent of the Customer. In the case mentioned above. In any case, the Company will charge the Company's account to the Customer or the Bank Account for automatic debit with the Company (as the case may be) and for the amount that the Customer still owes, it will be considered as a debt that is due on that date, which the Customer must pay the penalty at the rate specified by the Stock Exchange of Thailand and interest to the Company at the interest rate specified by the Company from time to time.

#### 7. Complaints

In the event that the customer has a complaint, the customer may make a complaint to the Company in order for the Company to consider resolving the customer's complaint. Procedures and procedures for receiving and resolving complaints Progress reporting and notification of consideration results are in accordance with the Company's rules and regulations and related laws.

#### **Risk Disclosure Document for Foreign Securities Investment**



Investing in foreign securities involves risks, and investors may lose their investments, whether in whole or in part. Therefore, before making an investment decision, investors should carefully examine and consider the information in this Risk Disclosure Document. However, this Risk Data Sheet does not list all risks associated with investing in foreign securities but represents some of the major factors or risks associated with investing in foreign securities. Therefore, there may be other factors or risks that are currently unknown or that are considered currently immaterial. This may become an important factor or risk in the future.

This Risk Disclosure Document is not a business advice document. Therefore, investors should not invest in foreign securities unless the investor has fully understood the risks associated with investing in foreign securities and makes an investment decision in the opinion that such investment in foreign securities is suitable for him/her.

#### General risks of investing in securities

Investors in foreign securities risk losing their investments, whether in whole or in part. There may be unforeseen circumstances, including actions taken by government agencies. Economic and political conditions both inside and outside the country, as well as other force majeure events and uncontrollable events such as war, riots, domestic turmoil or terrorism, etc., can cause severe fluctuations in the market and prices of securities.

#### Risks associated with market price fluctuations

Foreign securities that investors will invest in are securities that are traded or registered in countries that may have political conditions. The economy, laws and regulations are significantly different from Thailand. In addition, the stock exchange on which such foreign securities are traded or listed may at its discretion suspend trading of securities from time to time. Therefore, such changes or fluctuations or depressions or occurrences of such events may adversely affect the trading volume and price of securities.

In addition to the above-mentioned factors, which are internal factors. Trading volume and price of securities may be affected by other factors. This may be related to the securities themselves, or external factors such as wars, global and/or regional economic and/or financial crises, etc.

#### Risks associated with the securities settlement and delivery system

Investing in foreign securities involves placing an order. The laws and regulations of the stock exchange in each country where the transaction takes place may differ. Investors may not be protected in certain ways like transactions by investors in such countries.

The settlement and delivery system may be inferior in development or lower standards and, in some cases, less reliable than Thailand's. The fees associated with the settlement and delivery of securities may be higher than the fees payable in Thailand or higher than the investors' expectations. In addition, because the settlement and delivery system of securities between Thailand and abroad or between the Stock Exchange of Thailand and the Stock Exchange of each country is not linked or systematically coordinated. As a result, the process of settlement and delivery of securities may take longer than expected, which may increase investment risks, including fraud risks. Failure to deliver securities or confusion in terms and procedures for settlement and delivery of securities, as well as capital repayment and other factors that may result in losses, loss of opportunities. Delays and increased processing and legal costs

#### Risks related to applicable laws or regulations

Because investing in foreign securities is investing in securities of a resident company or office, the assets, personnel, and interests are located in a foreign country that are subject to different laws or regulations. Investment in such countries or in certain countries may be restricted or regulated to varying degrees according to the laws or regulations applicable in each country. Such limitations or controls may include: Obtaining permission from a government agency or any other person before investing Investment Restrictions of Foreign Investors in Certain Businesses Obtaining permission from a government agency to recover income from investments or funds or funds received by foreign investors from the sale of foreign securities out of such countries or taxation related to investment in securities of foreign investors. In addition, laws and regulations in those countries may be unclear and may depend on the interpretation of the authorities involved in those countries who may interpret those laws or regulations in a way that is unfavorable to investors.

In addition to the limitations and controls mentioned above. In some countries, the rights of investors as securities holders may be limited or very small. This includes the right to sue and request enforcement of the judgment. In addition, the effectiveness of the judicial system varies from country to country. This may cause difficulties for investors to litigate in the courts in that country. In addition, in the event that the investor receives a judgment to win the case in a country. However, the investor may be required to enforce such judgment in the country in which the investor has invested, there is no guarantee that the court of that country will enforce the judgment received.

#### Risk Disclosure Document for Foreign Securities Investment



#### Risks related to securities liquidity

Although investors invest in securities that are listed on the stock exchange, stock exchanges in some countries may be small and illiquid. In addition, the liquidity of securities may depend on other factors, such as the nature of the securities, as well as internal and/or external factors of the country in which the stock exchange is located. Therefore, low liquidity may reduce the investor's ability to buy or sell such securities or may make it difficult to buy or sell securities at the desired or satisfactory price or amount that the investor wants.

#### Foreign exchange risks

This is because investments in foreign securities are paid in foreign currency. The return on investment may be significantly affected by foreign exchange risks. If the value of such foreign currency changes in value relative to the value of the Thai Baht. This may occur over a period of time or may be permanent. In addition, if there is a devaluation of any foreign currency invested by the investor, the investor may suffer damage from the devaluation of such foreign currency.

#### Risks related to the reliability of the counterparties

Investors may be exposed to risks related to the credibility of the other party, including foreign issuers in which the investor has invested. Investors may have risks that may lose all or part of their invested funds. In the event that the other party or the issuer of such foreign securities becomes bankrupt or insolvent or is unable or unfit to repay the debt or perform its duties, including the duty to repay the capital or the duty to redeem the securities invested by the investor.

#### Risks related to investors' own investments

The decision to invest in securities is the investor's own decision. The Company does not act as an advisor or trustee of investment investors. Before making an investment decision, the investor assured the Company that the investor had carefully studied and considered all information regarding the position. Therefore, investors must bear all risks from their own investment and the Company's investment. There is no duty to take care of the interests of investors. Moreover, it has no responsibility and is not liable for any liability. Any claims, damages, losses, costs and expenses arising from such investments.

#### Risks related to the maintenance of customer assets

Customer's assets received or deposited or under the custody of foreign business operators or custodians shall be subject to the protection and management of bankruptcy proceedings provided for by foreign law as well as other relevant rules issued by such foreign regulatory authorities. This may differ from those prescribed by the Securities and Exchange Act B.E. 2535. Pre-Sale Agreements Act B.E. 2546 Bankruptcy Act B.E. 2483 (1940) and other relevant laws or rules of Thailand. so, if there is any event that affects the protection of the customer's assets, or if the customer wants to claim back or transfer the customer's assets stored or maintained abroad, or if the foreign business operator or custodian of the foreign assets faces financial difficulties to the point of bankruptcy. Customers may be exposed to procedural risks, timelines, and operating costs, or may not receive full refunds according to the category. Therefore, the customer should understand the specified criteria and may ask the business operator to explain or provide more information about the management process and risks in such matters before making an investment decision.

# Additional terms and conditions regarding investment in securities to be issued and offered for sale by Globlex Securities Company Limited



-These Additional Terms shall apply to the Client only if the Customer and the Company have agreed to enter into this action.

#### 1. Introductory

- 1.1. These Additional Terms and Conditions are made to set out the conditions. Duties, representations, and practices that are specific to the provision of investment services in securities to be issued and offered for sale by the Company. Global Blake Securities Limited
- 1.2 Additional terms and conditions relating to investment in securities to be issued and offered by Globlex Securities Co., Ltd. shall apply immediately between the Company and the Client when: (a) the Client expresses his intention to purchase the Company's securities to the Company, whether by telephone, internet or through the Company's staff; (b) the Company; The Customer accepts and agrees to be bound by the terms and conditions relating to the provision of financial services and related transaction documents.

The Company has the right to refuse to provide the service if the Company finds that the Customer is not sufficiently suitable for the transaction or the Company's services may be contrary to or contrary to the law or for any other reason at the Company's discretion. referee The Company's employees, agents or representatives will be liable only to the extent that the damage is actually incurred.

1.3. Additional terms and conditions relating to investment in securities to be issued and offered by Globlex Securities Co., Ltd., hereinafter referred to as "Additional Terms and Conditions Relating to Investment in Securities to be Issued and offered by the Company", as well as any other related documents as part of the transaction documents, as described in the terms and conditions relating to financial services that the Client has agreed with the Company ("Terms and Conditions Relating to Financial Services").

#### 2. Definition

- 2.1. Unless specifically defined in the terms and conditions relating to the provision of financial services. The following terms shall have the following definitions:
  - (A) "Purchase" shall include the subscription for securities.
- (B) "Securities" means debentures, derivative debentures, derivative warrants or any other securities to be issued and offered for sale by the Company.
- (C) "Transaction Date" means the date on which the Client agrees on the details of the Company's securities in accordance with Clause 3.2.
- (D) "Securities Trading Confirmation" means the document confirming the trading of the Company's securities pursuant to Clause 3.3.

#### 3. Agreement

- 3.1. The Company has informed the Client of the details of securities, including the type, type, conditions and price of the securities offered for sale, and the Client has agreed on such details each time before subscribing or purchasing securities with the Company. It may be agreed orally or in writing.
- 3.2. After the Customer has agreed on the details of the securities with the Company (the 'Trading Date'), the Client agrees not to cancel, revoke, modify or change the Customer's instructions under any circumstances and to be bound by the Customer's instructions in all respects, except with the consent of the Company whereby the Customer agrees to sign and deliver the Subscription Notice and pay the subscription fee to the Company in full according to the amount of securities allotted by the Customer in full according to the method and period specified in the Subscription Certificate or prospectus for the issuance and offering of securities (as the case maybe)
- 3.3. The Customer agrees that the Securities Trading Confirmation issued on the business day following the date of the Securities Trading Agreement by the Company (Securities Trading Confirmation) The Client agrees and acknowledges that the Company has the right to refuse or cancel the subscription of any subscriber who fails to comply with the terms and conditions of the subscription set forth by the Company (including the terms and conditions specified in the Subscription Certificate and prospectus for the issuance and offering of securities).
- 3.4. The Customer agrees and agrees that the Company has the right to offset, hold, transfer or make use of money, securities or other assets deposited or held by the Company so that the Client is not involved in investing in securities under the terms and conditions relating to financial services, including additional terms and conditions relating to investment in securities to be issued and offered by the Company or any other provisions. (If any) for the performance of obligations and obligations or liabilities that customers have to the Company. Subject to the terms and conditions relating to financial services, including additional terms and conditions relating to investments in securities to be issued and offered by the Company or arising from investments in securities of clients, including withholding on returns that customers will receive or receive from investing in securities. Not in the form of interest. The benefits received from the transfer of securities and/or the benefits received from investing in securities are cash back that is profits upon maturity, provided that the Company can hold as collateral subject to the general right of seizure for the benefit of the Company until the outstanding debt to the Company is fully paid.

### Additional Terms and Conditions Regarding the Appointment of an Omnibus Account



-These Additional Terms shall apply to the Client only if the Customer and the Company have agreed to enter into this transaction.

#### 1. Introductory

- 1.1 These Additional Terms and Conditions are made to set out the conditions. Rights, Duties, Certifications Specific practices related to the provision of services as an omnibus account
- 1.2 These additional terms and conditions regarding the appointment of an Omnibus Account shall apply immediately between the Company and the Client when (a) the Client places an order to sell investment units to the Company, whether by telephone, internet or through the Company's staff, and (b) the Company accepts and accepts the provision of services to customers, whether in written form or not.

The Company has the right to refuse service if the Company finds that the Customer is not suitable enough to conduct the transaction or the Company's services may be contrary to or contrary to the law or for any other reason at the Company's discretion. referee The Company shall be liable only to the extent of actual damages.

- 1.3 The Company will automatically open a Cash Balance account for the Client in conjunction with the opening of the Investment Unit Trading Transaction Account for the benefit of the Client in case of debit, hold, and for any other benefits in the future.
- 1.4 Additional terms and conditions relating to the appointment of an Omnibus Account, hereinafter referred to as the **"Additional** Terms and Conditions Relating to the Appointment of Omnibus Account", as well as any other related documents as part of the transaction documents, as defined in the terms and conditions relating to the provision of financial services that the Client has agreed with the Company ("Terms and Conditions Relating to Financial Services").

#### 2. Definition

Unless specifically defined in the terms and conditions relating to the provision of financial services. The following terms shall have the following meanings:

- (A) "Investment Units" means investment units in mutual funds.
- (B) "Management Company" means Asset Management Company.
- (C) "Mutual Fund Document" means the Mutual Fund Document pursuant to Clause 3.1.

#### 3. Unit Trust Trading

- 3.1 The Customer acknowledges and agrees that before the Customer submits an order, redemption and/or switching of any investment units, the Client acknowledges Read and understand investors' manuals, prospectus and proposal of mutual fund projects. Prospectus Summary of Important Information Tax information or conditions, liabilities and related tax benefits and/or any other documents relating to or used in the offering of investment units prepared by the relevant management company, including details in the purchase order, redemption and/or switching of investment units (hereinafter collectively referred to as "Mutual Fund Documents"). Return of benefits of mutual funds The delivery of mutual fund assets and the preparation and delivery of reports relating to investment units, as well as other cases, shall be subject to the terms and conditions of mutual fund documents. The Client acknowledges and understands the warnings and disclosures in matters such as risk of investment in investment units, investment risk of mutual funds, conflicts of interest, etc., and agrees to be bound by and comply with the terms and conditions of such mutual fund documents in all respects.
- 3.2 The criteria and conditions for buying, redeeming and/or switching any investment units shall be as specified in the mutual fund documents and/or prospectus of such fund. If the client is unable to comply with the conditions or criteria specified in the mutual fund document and/or prospectus of the mutual fund, the Company can cancel the transaction immediately.
- 3.3 The Customer acknowledges and agrees that using the services of buying/selling/switching investment units via telephone. It is a purchase/sales/switching operation of investment units according to the instructions of customer phone with a sound recording as evidence and all such orders shall be deemed to be binding on the customer in all respects. And it is considered an electronic transaction according to Electronic Transaction Act B.E.2544 and under other relevant laws either now or in the future. However, if there is any damage, the customer agrees to be liable.
- 3.4 In order for the Company to buy, redeem and/or switch investment units according to the order of the Client. The Client shall not have the right to cancel the order, redeem and/or switch investment units unless the Client has obtained the consent of the Company.
- 3.5 The Customer agrees to pay the purchase price of investment units, including fees, value-added tax, other taxes and duties, as well as related expenses in accordance with the Company's conditions and methods. set
- 3.6 The Customer is responsible for investigating any purchase, redemption and/or switching of investment units. If the customer deems that the item is incorrect, the customer will not be able to The Customer must submit a written dispute to the Company within the stipulated time. If the Customer does not dispute or object to such transaction within the stipulated time, the Company will assume that the Customer certifies that such transaction is correct in all respects.
- 3.7 The Customer acknowledges and agrees that the purchase, redemption and/or switching of investment units under the management of a management company may not be carried out in the event that the Customer and/or his related persons will hold more than one-third of the total number of investment units sold in the Fund and/or exceed the proportion of investment of foreigners as required by relevant laws or in excess of the criteria prescribed by law and/or notification of the SEC. Capital Market Supervisory Board The Stock Exchange or the Ministry of Commerce
- 3.8 The Customer acknowledges and agrees that the rights of unitholders under the Omnibus Account may have different rights from ordinary unitholders, for example, receiving fund documents may be delayed than trading investment units directly from the Asset Management Company as the Company will deliver them to the Customer when the Company receives such mutual funds from the Asset Management Company.

### Additional Terms and Conditions Regarding the Appointment of an Omnibus Account



- 3.9 The Customer acknowledges and agrees that in acting as an agent in the sale of investment units in accordance with the additional terms and conditions regarding the appointment of this Omnibus Account, the Company is entitled to receive fees and/or remuneration for acting as a sponsor for the sale of investment units from the Management Company.
- 3.10 In the event that the Customer fails to pay any debt to the Company, the Customer agrees that the Company has the right to forcibly sell investment units or any other assets in the Company's possession in order to use the sale proceeds to pay off debts or deduct the balance in the account for debt repayment transactions with the Company.
- 3.11 The Customer agrees and consents to the Company. Disclose customer information under the unit-trust trading account anonymously to unitholders (Omnibus Account) as well as submit supporting documents related to the transaction to the Company's supervisory authorities. relevant government agencies and management companies and/or Registrar of Investment Units as required by law or upon request
- 3.12 The Customer agrees and agrees that in order to buy, redeem and/or switch any investment units, the order will be placed in accordance with the form and method specified by the Company in all respects.

#### 4. Appointment and authorization

The Customer agrees to appoint and authorize the Company to be the agent and authorized the Customer to trade investment units by being an anonymous agent of unit holders (Omnibus Account), except for certain types of unit investment trading where the Management Company requires disclosure of unit holders' names or, in the event that the Company deems appropriate, the Company may be an agent disclosing the unit holders' names. In this regard, the Company shall have the power to perform various actions on behalf of customers as follows:

- (A) Open an account, buy, redeem and/or switch investment units with the management company.
- (B) Correct the Customer's personal information.
- (C) Sign the purchase order, redemption and/or switching of investment units and/or any other related documents, including the execution of orders, redemption and/or switching of any investment units under the management of the Management Company, whether in the form of documents, electronic channels or any other methods specified by the Management Company.
  - (D) To pay for the purchase of investment units with the management company.
- (E) To receive the redemption proceeds including any benefits derived from investing in investment units to be credited to the bank account that the customer has informed the Company or according to the customer's notification of the change.
- (F) Acknowledge information relating to the purchase, redemption and/or switching of investment units, as well as information about the Client's holdings of investment units, and send such information to the Client.
- (G) Sign the unitholders' resolution summary and/or other reports related to mutual funds under the management of the management company.
- (H) Coordinate, sign any documents relating to the Client, sign and certify the authenticity of any copies of any documents of the Client, including taking any action necessary to achieve the purposes of the Additional Terms and Conditions relating to the appointment of this Omnibus Account or to complete the aforementioned operations;
- (I) Has the power to appoint and sub-authorize any person who is an employee of the Company to be a sub-delegate ("Sub-Agent") to perform the tasks specified in this Article 4;

Any action taken by the Company and its sub-agents within the framework of the authority granted by the Client shall be deemed to be done by the Client himself and the Client hereby represents and agrees to be responsible for any acts performed by the Company and its sub-agents within the scope of the authority granted to them within the scope of these terms and conditions relating to the provision of financial services, including additional terms and conditions relating to the appointment of an Omnibus Account.

The Customer and the Company agree to treat the terms and conditions relating to the provision of financial services, including additional terms regarding the appointment of this Omnibus Account, as a letter of authorization for the Company to perform the tasks specified in this Clause 4. Without making another power of attorney.

### Additional Terms and Conditions Regarding the Appointment of an Omnibus Account



#### **Omnibus Investor Guide**

#### **Rights of Investors**

- 1. Agents can sell investment units to more than one management company. Therefore, investors should exercise the right to know the names of all management companies to which the agent sells investment units.
- 2. To make contact convenient. Investors should exercise the right to know the name, address of the management company and agent, as well as the name, address, and identification number of the employee who is responsible for selling or redeeming investment units.
- 3. In order to make an investment decision, investors should be entitled to know the risks of mutual funds that are recommended to buy, together with warnings and explanations about the risks of investing in mutual funds (compared to other types of investments).
- 4. To receive complete information of mutual funds. In making investment decisions, investors should exercise the right to know the current status of mutual funds. Not in the merger period with other funds that do not want to invest, etc. This is for the best interests of investors.
- 5. Because the agent can sell investment units to more than one management company and may receive different fees or returns from each management company. Investors should exercise the right to know the fee rate or return received by the agent for comparison.
- 6. If you are an investor who has been contacted without asking or notifying the seller. You can refuse without requesting any contact in the form of a sale of investment units.
- 7. If you are an investor who has been contacted without asking or notifying the seller and has already decided to invest. In such cases, you can exercise the right to cancel the purchase or redemption of investment units within the period specified by law.

#### Submission of a claim relating to investment in mutual funds

Unitholders can submit their claims through one of the following channels:

#### 1. Representative Person

Unit holders can make complaints about unit trusts trading as well as any other issues related to mutual fund investment by making a complaint orally or in writing to the person representing the fund. If you make a complaint orally, you can have the person representing you. A written record of claim must be reviewed and signed by you to confirm its authenticity. The person who can represent such agent can solve your complaint initially and is responsible for collecting complaints and resolving them. Submit to the management company within 7 days from the date of termination.

#### 2. Management Company

Unit holders can make complaints about the trading of investment units as well as other issues related to mutual fund investment by making complaints orally or in writing with the management company. If you make a complaint orally, you can have the company handle the complaint in writing. You must review and sign each agreement to verify its accuracy. The management company is responsible for solving problems. Unitholders' Complaints It is also responsible for collecting complaints and resolving them for the Office of the Commission. SEC on a quarterly basis within 15 days from the end of the quarter.

#### 3. Office of the Board of Directors SEC

Unitholders can complain about unit trusts trading as well as issues related to mutual fund investment to the Office of the SEC. SEC When the Office takes note of such complaints. The Office will send the complaint. The management company must report to the Office within 30 days from the date of receipt of the complaint. If the management company does not complete the operation, the management company shall report the operation to the office every 30 days until it is completed. When there is a settlement regarding such a case. The management company or the person representing the fund, as the case may be, is obliged to notify the unitholders within 7 days from the date of termination.

All in all. If the Customer violates or fails to comply with additional requirements. The Customer agrees to indemnify the Company and/or its directors. Employees and employees of such persons immediately upon receipt of full notification from the Company in all respects.



-These Additional Terms shall apply to the Client only if the Customer and the Company have agreed to enter into this transaction.

#### 1. Introduction

- 1.1 These Additional Terms and Conditions constitute the terms. Rights, Duties, Certifications Specific practices relating to TFEX services
- 1.2 The additional terms and conditions relating to the appointment of this derivatives broker shall apply immediately between the Company and the Client when (a) the Client expresses his intention to open a derivatives trading account to the Company and (b) the Company accepts and accepts the provision of services to the Client in writing or not.

The Company has the right to refuse service if the Company finds that the Customer is not suitable enough to conduct transactions or provide the Company's services, which may be contrary to or contrary to the law or for any other reason at the Company's discretion. referee The Company shall be liable only to the extent that the damage is actually incurred.

- 1.3 The Company will automatically open a Cash Balance account for the Client in conjunction with opening a derivative trading transaction account for the benefit of the Client in case of debit, suspension and any other benefits in the future. If the customer does not use the Company's Cash Balance account service, the customer is not bound by the terms.
- 1.4 Additional terms and conditions relating to the appointment of a futures trading agent, hereinafter referred to as the "Additional terms and conditions **relating to the appointment of a futures trading agent"**. Including any other related documents as part of the transaction documents as defined in the terms and conditions relating to the provision of financial services that the Client has agreed with the Company ("Terms and Conditions Relating to Financial Services").

#### 2. Definition

Unless specifically defined in the terms and conditions relating to the provision of financial services. The following terms shall have the following meanings:

- 2.1 "Futures Contract" means a futures contract under the Futures Contracts Act B.E. 2546 (2003) and/or as amended from time to time.
- 2.2 "Assets" means money, securities, derivatives and/or any other assets that the Customer has placed with the Company as payment of the Customer's debts and/or as collateral under this Agreement, including any benefits arising from such assets.
  - 2.3 "Goods" means goods under the Futures Contracts Act B.E. 2546 (2003) and/or as amended from time to time.
- 2.4 "Variable" means a variable under the Futures Contracts Act B.E. 2546 (2003) and/or as amended from time to time.
- 2.5 "Market Value" means the value of securities and/or derivatives calculated from the market price of each type of securities and/or derivatives traded by the Exchange and/or as announced by the Company and subject to the provisions of relevant laws.
- 2.6 "**Trading**" means buying and/or selling securities and/or derivatives both in and/or outside the Exchange Center, whether buying and/or selling at the Client's behest or by the Company buying for or on behalf of the Client as an agent and/or broker or in accordance with the terms set forth in this Agreement.
- 2.7 "Maximum Futures Position" means the maximum number of positions in each type and/or type of derivatives that the Client may hold at any given time as determined by the Company under the relevant regulations.
- 2.8 "Clearing of derivatives" means the discharge of the obligations or rights under existing futures contracts by trading new futures contracts with the opposite effect or by any other means under the relevant regulations.
- 2.9 "Initial Margin" means the minimum amount of assets that a Client must place as collateral for buying or selling a futures contract when a new futures position is created. at the rate or value as specified by the Company and/or under the provisions of relevant regulations.
- 2.10 "Maintenance Margin" means the minimum amount of assets that the Client must hold at all times as derivatives trading as collateral for trading futures contracts. at the rate or value as determined by the Company and/or under the provisions of relevant regulations.
- 2.11 "Additional Margin" means the amount of assets other than the initial collateral and maintenance collateral that the Client must place with the Company. For buying or selling futures contracts at the rate or value as determined by the Company. and/or under the provisions of the relevant regulations.
- 2.12 "Advance" means any money payable or paid by the Company as compensation and/or settlement, etc., arising from the trading that the Company has executed in accordance with the Client's instructions or in accordance with the terms set forth in this Agreement, including forever including fees, gratuities, commissions, penalties, taxes and any expenses related to trading, etc.
- 2.13 "**Derivatives Agent** means a person who has obtained a license to operate as a derivatives agent in the futures market who provides services or represents to the general public that he is ready to provide additional services as an agent in derivatives trading with other persons.



- 2.14 "Operating Date" means the day on which a trade in Thailand is normally open.
- 2.15 **"Anti-Money Laundering and Terrorism Law"** means the Anti-Money Laundering Act B.E. 2542 (1999). The Prevention and Suppression of Terrorism Financing Act B.E. 2556 (2013) and/or Royal Decree Ministerial regulations, regulations, and related announcements, which may be amended from time to time.

#### 3. Agreement

- 3.1 The Customer agrees to be liable for any damages and expenses that the Company may suffer as a result of or in connection with the actions or omissions of the Customer or its agents, including all damages and expenses that the Company may suffer as a result of claims or litigation by other persons. willfully or negligently of the Company or its employees or employees in any way;
- 3.2 In case of force majeure In case of emergency or failure with the Company's computer system, the Client agrees to allow the Company to execute orders or sell derivatives contracts of the Client through the Company's partners. To continue to match such buy or sell orders in the derivatives market.
- 3.3 In case of loss or damage of customer assets due to neglect of the Company's duties. The Company will be responsible for the customer's assets in full, but such responsibility will be borne only for the part caused by negligence or negligence of the Company's operations.

#### 4. Guarantee

In the case of futures trading

- (A) The Company will calculate the value of futures contracts in the Client's account and adjust the value of the collateral placed by the Client with the Company in accordance with the actual market value in accordance with the guidelines prescribed by relevant regulations at least at the end of every working day or as announced by the Company.
- (B) The Customer agrees to maintain the Customer's collateral at a value or rate not less than the Maintaining Guarantee. The Client must deposit the collateral as margin or close part or all of the derivatives position so that the value or rate of the collateral in the Client's account is equal to or greater than the initial margin. set
- (C) Subject to the provisions of the relevant regulations. The Company may require the Client to place the marginal collateral with the Company for each type or type of futures contract, and once the Company exercises the right to claim the marginal collateral, the Client is obliged to deposit the marginal collateral in the amount and within the period specified by the Company, set
- (D) At any time, if the Company finds that the collateral in the Client's account has a value or rate equal to or lower than the Force Close Margin, the Client agrees that the Company has the right to clear the Client's derivatives position immediately. The Company may purge part or all of the Client's derivatives position. Without prior customer consent.

In this regard, the hedging margin (Force Close Margin) under paragraph one shall have the value or rate as announced by the Company.

#### 5. Grounds of default and clearing of derivatives contracts

- 5.1 If any of the following circumstances appear, all liabilities of the Client in connection with derivatives trading shall become due promptly and the Company shall have the right to clear the derivatives position and proceed to deduct the account immediately, namely
- (A) The Customer dies or becomes incapacitated or quasi-incompetent or insolvent or has been ordered by a court to protect the assets or is vested in a bankrupt person, or an order accepting a petition for rehabilitation of the Customer's business:
- (B) When circumstances show the Company that the Client will not be able to pay the price of the futures contract, such as concealing, disposing, paying or transferring all or part of his assets. Entering into debt repayment agreements or debt reconciliation with creditors, etc.
- (C) When a court or government agency issues a judgment or order to the customer to pay the debt, or to confiscate or freeze the customer's property, whether in whole or in part.
- (D) When the Customer defaults on non-payment of any amount; under this Agreement the amount payable or the minimum amount payable when due.
- (E) When the Customer fails to resolve the cause of default or breach of contract within the period specified by the Company.
- (F) Upon confirmation Any representations or statements made or provided by the Customer (or deemed to have been made or provided). Under the contract or specified in the letter or any other document that the customer has made or delivered. Subject to or in connection with this contract, there is an invalidity. is not true or incomplete in material content.
- (G) Any license relating to the Customer's business has been cancelled, revoked, suspended, or expired without renewal and that event has a significant negative impact on the Customer's ability to perform its obligations under this Agreement;



- (H) When any debt of the Customer becomes due before the due date, or may become due before the due date, or is not paid when it is due, or in the case of guarantees; When the debt is not paid, when it is due, or when the person guaranteed by the customer has committed a breach of contract which causes or when the Customer is in default or in breach of any clause relating to such debt, except in the case of trade debts or any clauses relating to the settlement of such trade debts.
- (I) When you are engaged in the protection of property; Enforcement officers or officials in any other similar manner. appointed to administer all or a majority of the Client's business or assets, or when there is an enforcement order enforcing all or most of the Client's assets, or when all or most of the Client's assets are enforced as insurance against any person;
- (J) In the event that the Customer is filed for bankruptcy or any person files an application with the Court for Bankruptcy and the Customer is unable to resolve the suit or file such bankruptcy application to the satisfaction of the Company within 45 (forty-five) days from the date of filing or filing or various bankruptcy applications.
- (K) When a customer calls a general meeting of his creditors. Propose to enter into or mediate debts with their creditors in general or perform any assignment of rights for the benefit of their creditors in general.
- (L) When any event or multiple events occur, whether or not such events are related, which may have a significant negative impact on the Customer's ability to perform any obligation; Under this Agreement,
- 5.2 Notwithstanding any other provision of this Agreement, If A) the Customer conceals or misrepresents the facts provided in this Agreement, in whole or in part; B) The Customer omitted or failed to comply with any of the clauses of this Agreement which are the subject matter of this Agreement. C) The Client defaults in not placing collateral or fails to close the derivatives position in accordance with the terms and conditions in Clause 5. D) The Company deems it appropriate or to prevent and inhibit abnormal trading conditions. Inappropriate derivatives trading behavior or characteristics that may be considered circumvention or may violate relevant regulations. And E) The Company complies with the orders of the relevant regulatory authorities. The Client agrees to allow the Company to do one or a combination of the following: without prior consent of the customer.
- (A) The Client's orders or sales of derivatives contracts shall not be accepted, except for orders to clear the position of the futures contract.
  - (B) Cancel all orders which the Client has already placed but have not yet been executed by the Company;
  - (C) Reduce or limit the client's maximum trading limit or derivatives position.
  - (D) Clear part or all of the client's derivatives position. Instantly
- (E) Offset or withhold collateral or any other benefits that the Customer has with the Company and/or forcibly revoke or enforce payment from the account opened by the Customer with the Company, regardless of whether the debt is due or not.
- (F) Collect penalties from customers for default in collateral. default in payment of any debts, fees and/or expenses which the Customer is obliged to pay under this Agreement;
  - (G) Close all Client's accounts in order to repay their obligations.
  - (H) Terminate the contract or demand immediate payment of all remaining debts;
- 5.3 Clearing derivatives position and debiting debt settlement account In addition to the payment of debts under the futures contract and this agreement, it shall include penalties and fees arising from the trading of futures contracts under this agreement. If, upon doing so, it appears that the Customer still owes the Company, the Customer shall be liable to pay the deficient part of the debt together with a penalty until the payment is fully completed. If after clearing the derivatives position and debiting the account, it appears that there is money left. The company will refund the money to the customer without interest.

This is for the purpose of deducting the debt settlement account arising from the clearing of the derivatives position under paragraph one. The Client agrees that the Company has the right to withdraw, withdraw, transfer or take any action necessary to deduct the Client's cash and/or any assets in any trading account opened by the Client with the Company without the consent of the Client and shall not consider the Company's exercise of such right as a breach of the agreement or breach of contract relating to such trading account.

- 5.4 In the event that the Company is unable to take action, fail to take action, or not proceed to clear the position of the sales contract. under this Agreement or under applicable regulations. The Client agrees that such clearing of derivatives position can be done by the relevant regulatory authority or a person designated by the Company for the purpose of clearing the Client's derivatives position in accordance with this Clause.
- 5.5 In the event that the Company finds that the Customer a) has been declared or ordered by the court to be a "Designated Person" and/or b) has reasonable grounds to believe that he has committed a fundamental offence under the provisions of the Anti-Money Laundering and Terrorism Act. The Client agrees that the Company has the right to terminate the relationship with the Client without prior notice to the Client and agrees that the Company has the right to take one or more actions as specified by the Company and/or to take any action as required by the Anti-Money Laundering and Terrorism Regulations and/or related regulations without prior notice to the Client.



#### 6. Risks in derivatives trading

- 6.1 The Customer has studied the trading risk disclosure documents attached to this Agreement and fully understood it. In regard to trading, mechanisms and practices of trading, collateral, risks, damages that may arise from trading, and related regulations, including rights. and are informed that the signing of this Agreement represents and acknowledges that they have read and understood the contents of such Risk Disclosure Document.
- 6.2 The Customer understands and agrees that trading under this Contract carries a high level of risk. The value and return from such trading can fluctuate according to the price level of securities, derivatives and/or commodities or variables, which may be caused by the liquidity of exchanges or general investment situations. Such variation or volatility may be caused by unforeseen events. Therefore, the client may not receive the investment and benefits equal to the amount invested.

In addition, in the case of futures trading, it is a trade that uses a small amount of initial margin compared to the value of the order. A small price movement of a futures contract will have an impact on the margin placed by the client or will require additional deposits in proportion to the price movement of the futures contract, which can be both good and bad for the client. Trading futures contracts can therefore cause the client to lose all initial margin and additional deposited margin. In the event that the futures contract price moves in a direction that adversely affects the client's position or increases the margin level. Clients may be called upon to place additional margin to maintain their futures positions. In the event that the customer does not bring additional collateral within the specified period. The client may be cleared of the futures contract position at a loss price and be liable for such losses.

6.3 The Customer understands and agrees that this Agreement does not cover all risks that may arise from trading, therefore, the Client may have other risks that are not mentioned in this Agreement and the fact that the Company is a derivatives agent does not guarantee that the Company will be able to prevent all risks that arise.

#### 7. Other requirements

In the event that the Customer has not traded derivatives contracts in an account opened with the Company and has no assets remaining in the account for a period of 12 months or more or according to the period specified by the Company. The company can proceed with the closing of the client's account. The Customer agrees that the Company has the right to deduct the Company's cash from the Derivatives trading account under this Agreement to pay the maintenance fee to the Company. The Company does not need to notify the customer or obtain the consent of the customer in any way, and the customer agrees not to raise any defense against the Company. We reserve the right to terminate the contract and close all customers' accounts with the Company.

## Risk Disclosure Document on Trading Futures and Options Futures Contracts on TFEX



#### 1. Futures

#### 1.1 Characteristics of futures contracts

A futures contract is a contract in which the buyer and seller of the contract are obligated to comply with the terms of the contract. Therefore, in the event that the parties do not clear the derivatives contract position before the contract maturity, the seller of the contract is obliged to deliver the goods to the buyer. While the buyer is obliged to pay the price of the goods to the seller. (Physical Delivery) or either party shall be paid or required to pay to the other party equal to the amount calculated from the difference between the exercise price and the price or value of goods or variables that are at any time or in the future as specified in the contract (Cash Settlement).

#### 1.2 Risk arising from loss in futures trading

In futures trading, both buyers (Long Positions) and Short Positions are obliged to place their assets with the futures broker as a guarantee for the performance of the client's futures contracts. Therefore, even if the market price of the futures contract changes slightly, the client has the opportunity to earn a large profit from trading futures contracts within a short time, as well as the opportunity to receive large losses within a short time, which may exceed the initial margin value placed with the futures broker and may cause losses in excess of the margin value placed with the futures broker or may be forced to clear the contract position in case of inability to place additional margin within the specified period.

#### 2. Options Futures

#### 2.1 Characteristics of option futures contracts

An Option futures contracts are contracts where the seller gives the buyer the right to buy. or selling reference products at specified prices Within the period and conditions specified in the contract or received the right in order to receive payment from the seller in accordance with the conditions specified in the contract The buyer must pay a premium to the seller in exchange for the right to buy or sell.

An option futures contract that gives the buyer the right to purchase a commodity or underlying variable at a specified price is known as an option futures contract. Call options futures contracts an option that gives the buyer the right to sell a commodity or underlying variable. At a specified price, called a futures contract, put options (put options), the exercise of such rights must be in accordance with the conditions specified in the contract.

To settle the price and deliver it when the purchaser of the futures contract exercises the rights stipulated in the futures contract. (Exercise) may agree to the delivery of the underlying goods. The Company may also require cash settlement payment to the purchaser of a futures contract equal to the amount calculated from the difference between the strike price and the price or value of the goods or variants at any time or time in the future, as stipulated in the cash settlement contract.

#### 2.2 Risk arising from losses in options futures trading

The buyer of an option futures contract can choose to offset or exercise or let the contract expire. In case the futures buyer chooses to exercise the right. Buyer of sales contract In advance, payment will be made equal to the amount calculated from the difference between prices. Exercise the right to the price or value of an existing item or variant at any point in time or period. At some time in the future as stipulated in the contract (cash settlement) or the purchaser of the futures contract must receive or deliver the underlying goods as stipulated in the contract (physical delivery) by paying or receiving money for the underlying goods receiving and delivering such underlying goods at the exercise price specified in the contract. The option expires with no value. The buyer will incur a loss equal to the premium.

The seller of the option futures contract receives a premium from the buyer of the futures contract and is obliged to perform the contract if the buyer chooses to exercise the right, the seller of the futures contract is obliged to place a margin. If the seller of the futures contract has not cleared the position (offset) when the buyer of the futures contract exercises the right. The seller of the futures contract must pay an amount equal to the amount calculated from the difference between the strike price and the price or value of the goods, or The cash settlement or the seller of the futures contract must receive or deliver the underlying goods as stipulated in the contract. The Company shall pay or receive payment for the underlying goods receiving and delivering such underlying goods at the exercise price specified in the contract. The seller of the futures contract will receive a profit equal to the premium because the buyer of the option futures contract has a maximum loss limit equal to that premium. Therefore, option futures buyers do not have to place any collateral, they only pay premiums. On the other hand, the seller of the futures contract in front of the option may incur a loss. Therefore, the seller of the options futures contract must place the assets with the futures broker to guarantee compliance with the futures contract and the same applies to futures trading. Sellers of options futures contracts have the opportunity to incur large losses within a short time. The initial margin value placed with the futures broker is the case at the market price of the futures contract. Changed.

## Risk Disclosure Document on Trading Futures and Options Futures Contracts on TFEX



#### 3. Joint risks and other details related to contract trading

Trade futures, futures and options futures

#### 3.1 Understanding the details and conditions of derivatives contracts

This is because futures trading is a high-risk investment. Therefore, before deciding to trade futures contracts, customers should study and understand the details and conditions of the futures contract (contact specification). Each type is carefully i.e., type of underlying asset or underlying assets/variables. Contract size/unit/multiplier Minimum price movement Price changes Daily Price Limit Last Trading Day Settlement Day Settlement Method The price for delivery or reference is used to calculate the settlement price. How to place collateral, etc. Customers should consider whether the investment is it appropriate for the investment objectives and financial status of the customer?

In the case of trading options futures, the client should also understand other relevant conditions, such as the type of contract such as put options or call potions, conditions for exercising rights, and types of goods or underlying assets / variables, etc., whether they are suitable for the needs and risks considered. In addition, customers should be mindful of returns. From holding premium status (Premium) trading fees and potential losses.

#### 3.2 Fees incurred from trading derivatives contracts

Before starting trading, the customer should ask the futures broker to understand the details of the rates and types of fees related to trading, settlement, price, and exercise of rights payable by the client, such as commission, exercise fee, etc. Commissions may vary by type. The customer's trading volume was obtained by Derivatives Market (Thailand) Public Company Limited and the SEC. There is no commission rate requirement.

#### 3.3 Risk of clearing the futures contract position and liability for losses incurred

When the Customer has a certain type of derivatives position which has an obligation to perform the contract, such as having a long position in futures contracts. Short position in futures contracts short futures and short options are traded by the futures broker to adjust the market value. (Mark to market) of the client's derivatives contract with such position. At least at the end of every working day. Profit or loss from the client's derivatives position on a daily basis. If the client's loss from a derivatives position result in the client's margin dropping below the maintenance margin, the futures broker may call the client to place additional margin in the futures contract. The amount that results in the value of the client's collateral is not lower than the collateral value. It must be completed within the stipulated time if the customer is unable to place collateral. The futures contract will be cleared of the client's futures position in which the client is still liable for any losses incurred as a result of the clearing of the position. Futures trading:

In addition, futures brokers may impose measures on compulsory selling points. Force Close Margin in addition to the conditions agreed in the Futures Agent Appointment Agreement or Futures Trading Procedure whereby if the value of the Customer's margin decreases to the point of force close margin, the Futures Broker may call the Customer to place a margin. Add during trading hours, if the customer does not bring collateral.

to be added within the period agreed upon in accordance with such conditions or procedures. Derivatives trading has the right to execute. Clear the customer's futures position, for which the customer remains responsible. on losses incurred from clearing. The position of the futures contract is also

Similar risks may arise in the event that the Customer has a derivatives position, either by himself or through another person, in excess of the amount specified by the Contract Exchange and the Client fails to clear the derivatives position as notified by the Futures Trading Agent.

#### 3.4 Risk from inability to clear derivatives position

In the event that the customer may not be able to clear the futures contract position before the contract maturity. Whether due to unfavorable market conditions such as lack of liquidity or the contract exchange center has suspended trading or for any other reason. The customer may suffer losses from having outstanding futures positions until the contract matures.

#### 3.5 Risk of inability to execute clients' futures orders to limit losses

A derivatives agent may not be able to execute any type of client's type of futures order for the purpose of limiting potential losses. From trading futures contracts, such as stop loss or stop limit orders, etc. If market conditions are unfavorable, such order matching occurs.

3.6 Risk of contractual position restriction or prohibition from creating additional contract positions

The Contract Trading Center, Clearing House or the SEC may instruct the Contract Trading Agent to limit

The Contract Trading Center, Clearing House or the SEC may instruct the Contract Trading Agent to limit Contract position or prohibition of creating additional position for the client to close the trading account as well as may order the termination of the contract position. If the Client's trading of derivatives contracts has or is likely to affect the regulation of futures trading in the Deal Exchange or causes or is likely to cause the price of futures contracts in the Deal Exchange to be inconsistent with the normal market conditions, or the Client has improper futures trading behavior or may violate the law on derivatives, or the Client fails to provide false or potentially misleading material information to the Contract Trading Agent, the Contract Trading Center, the Clearing House or the SEC. In case of contract trading centers, clearing houses or the SEC. entreat

## Risk Disclosure Document on Trading Futures and Options Futures Contracts on TFEX



In addition, the Capital Market Commission may order the Contract Trading Center or Clearing House to refrain from trading or purging the client's derivatives position. In case it is necessary for the benefit of maintaining the stability of the country's financial and economic system or maintaining system stability. Trading and settlement of debts in the futures market

#### 3.7 Risk of margin being called up or cleared

In the event that the derivatives market conditions or derivatives prices fluctuate considerably or there are reasonable grounds to believe that there may be instability to the client's investment position. A derivatives agent may require a client to place additional margin during the trading hours of the day more than once, or take action to clear the client's position.

#### 3.8 Trading System Risk

In computerized trading, there may be risks associated with certain restrictions, such as hardware and/or software downtime. It is not possible to fulfill part or all of the customer's order.

#### 3.9 Risk from not following news and related regulations

Trading futures contracts involves both risks and benefits from higher or lower changes in commodity prices or variables due to various factors. Clients must monitor various environments both domestically and internationally that may affect futures contract prices, and derivatives trading in the derivatives market is constantly evolving in various aspects, including system-wide risk management of the derivatives market. Therefore, it is defined or changed. (Clients can contact and ask for information and details from derivatives agents, derivatives markets and clearing houses.) If customers do not follow closely, they may suffer damages from such changes.

#### 3.10 Risk of non-disclosure

To open a futures trading account, the client must disclose the list of actual beneficiaries. (Beneficiary) and related parties. (Related Person) as announced by the Board of Directors. SEC If not, Complete disclosure may be subject to penalties in accordance with such notice.

This document does not address all risks or other important issues other than derivatives trading risks. Legal binding consequences arising from investments and potential risk levels Trading derivatives may not be suitable for some investors. Clients should carefully consider whether trading is suitable for them or not, considering their investment experience. Trading objectives, financial status and other circumstances that may be relevant.

In the event of a dispute arising out of or in connection with the trading of derivatives contracts between the Company and the Client, the Client has the right to file a complaint with the SEC for arbitration of the dispute. by arbitration in accordance with the rules and procedures prescribed by the relevant regulations.

"As evidence of this, the Customer agrees and accepts and keeps it as evidence as stated above."



-These Additional Terms shall apply to the Client only if the Customer and the Company have agreed to enter into this transaction.

ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมตามที่ระบุไว้ดังต่อไปนี้ ถือเป็นส่วนหนึ่งของคำขอเปิดบัญชีกองทุนรวมผ่านบริการ FundConnext กับบริษัทหลักทรัพย์ จัดการกองทุนที่เข้าร่วม โกรงการดังกล่าว ("บริษัทจัดการ") โดยผู้ขอเปิดบัญชีกองทุนรวม ("ผู้ลงทุน") ได้ลงนามในกำขอเปิดบัญชีกองทุนรวมเพื่อรับทราบและตกลงเข้าผูกพัน และปฏิบัติตามข้อกำหนดและเงื่อนไขดังต่อไปนี้

The terms and conditions for the mutual fund account opening as specified herein are an integral part of the mutual fund account opening application form through Fund Connext service with the participating Asset Management Company ("Asset Management Company") whereby the mutual fund account opening applicant ("Investor") has signed such form as acknowledgement/agreement to be bound by and to comply with the following terms and conditions:

1. ผู้ลงทุนตกลงให้บริษัทจัดการใช้ต้นฉบับของคำขอเปิดบัญชีกองทุนรวมและเอกสารประกอบการเปิดบัญชีกองทุนรวมที่ผู้ลงทุนได้ลงนามไว้แล้วเป็นเอกสารในการเปิดบัญชีกองทุน รวมสำหรับบริษัทจัดการทุกรายที่ผู้ลงทุนประสงค์จะเปิดบัญชีกองทุนรวม และในกรณีที่บริษัทจัดการใช้สำเนาของเอกสารข้างต้น (สำเนากระดาษ สำเนาในรูปแบบของการสแกนข้อมูลหรือ สำเนาที่จัดเก็บในรูปแบบทางอิเล็กทรอนิคส์อื่นใด) ผู้ลงทุนตกลงให้สำเนาเอกสารดังกล่าวมีผลใช้บังคับตามกฎหมาย และใช้ผูกพันกับผู้ลงทุนได้เสมือนกับต้นฉบับของเอกสาร

The Investor accept and agrees that the Asset Management Company is able to use the original copy of the mutual fund account opening application form and relevant supporting documents all previously signed by the Investor as documents for the mutual fund account opening for all the Asset Management Companies in which the Investor intends to open the mutual fund account. In the event that the Asset Management Company uses the copy of the aforesaid documents (hard copy, copy in the form of scanned information or copy stored in any other electronic format), the Investor agrees that such copy is legally enforceable and binding upon the Investor as if they are the original documents.

2. ผู้ลงทุนขอรับรองและขึ้นขันว่าข้อมูลที่ให้ไว้ในคำขอเปิดบัญชีกองทุนรวม เอกสารประกอบการเปิดบัญชีกองทุนรวม แบบสอบถามเพื่อกำหนดความเสี่ยงของผู้ลงทุน และ/หรือตาม ข้อสอบถามเป็นครั้งคราวของบริษัทจัดการ เป็นข้อมูลถูกต้อง ครบถ้วนตามความเป็นจริง และเป็นปัจจุบัน และหากข้อมูลดังกล่าวมีการเปลี่ยนแปลงในอนาคต ผู้ลงทุนตกลงแจ้งเป็นลายลักษณ์ อักษรหรือแจ้งในรูปแบบอื่นใดที่บริษัทจัดการขอมรับให้บริษัทจัดการทราบโดยไม่ชักช้า และในกรณีที่ภายหลังบริษัทจัดการติดต่อผู้ลงทุนตามวิธีการที่ระบุไว้ในข้อ 8 เพื่อแจ้งขึ้นขัน หรือ ปรับปรุงข้อมูลข้างต้นไปยังผู้ลงทุน หากผู้ลงทุนไม่แจ้งการเปลี่ยนแปลงข้อมูลหรือตอบกลับตามวิธีการและภายในระยะเวลาที่บริษัทจัดการกำหนด ผู้ลงทุนตกลงให้บริษัทจัดการชืดถือข้อมูล ล่าสุดที่มีอยู่เดิมเป็นข้อมูลบัจจุบันของผู้ลงทุน

The Investor represents and confirms that the information provided in the mutual fund account opening application form and relevant supporting documents, the customer risk profile and/or the questionnaire prepared by the Asset Management Company from time to time, are truthful, complete, and up-to-date. Should there be any changes to such information in the future; the Investor agrees to notify the Asset Management Company without delay, in a written form or in any other form acceptable to the Asset Management Company. In case any subsequent contact is made by the Asset Management Company to the Investor by using the method as specified in Clause 8 for the purpose of confirming or updating the aforementioned information and the Investor fails to notify the changes or does not respond in accordance with the method and within the period of time prescribed by the Asset Management Company, the Investor accepts and agrees that the Asset Management Company may use the existing latest information as the up-to-date information of the Investor.

3. ผู้ลงทุนขอให้ความขินขอมให้แก่บริษัทจัดการในการเก็บรวบรวม ใช้ ส่งหรือโอนไปต่างประเทศ หรือเปิดเผยซึ่งข้อมูลของผู้ลงทุน รวมทั้งข้อมูล
ใด ๆ ในบัญชีกองทุนรวมทั้งหมดที่ผู้ลงทุนมีกับบริษัทจัดการให้กับบุคคลดังต่อไปนี้ได้ตามที่บริษัทจัดการเห็นสมควร เพื่อประโยชน์ในการตรวจสอบ และ/หรือการปฏิบัติตามกฎหมายทั้งใน
และต่างประเทศ และ/หรือเพื่อประโยชน์ในการให้บริการหรือเสนอผลิตภัณฑ์ทางการลงทุนแก่ผู้ลงทุน และ/หรือเพื่อการดำเนินงานของบริษัทจัดการหรือกองทุน และ/หรือเพื่อการดำเนินการ
ตามข้อผูกพันที่บริษัทจัดการหรือกองทุนมีหน้าที่ต้องปฏิบัติ

The investor consents to the Asset Management Company for the collecting, using, sending, transferring outside Thailand, or disclosing information of the investor including any information in all the mutual fund accounts that the investor has with the Asset Management Company to the following persons as the Asset Management Company deems appropriate for the purpose of inspection and/or compliance with the domestic and foreign law and/or for the purpose of services or offer of investment products to the Investor and/or for the operation of the Asset Management Company or Fund and/or for compliance with the obligations that the Asset Management Company or the fund has to comply with:

(1) ผู้ที่เกี่ยวข้องกับการดำเนินงานหรือการลงทุนของบริษัทจัดการหรือกองทุน

A person relating to the operation or investment of the Asset Management Company or the fund;

(2) หน่วยงานหรือองค์กรใด ๆ ของรัฐทั้งใน และต่างประเทศ

Any state authority or agency both in Thailand and overseas; and

(3) บุคคลอื่นใคตามที่บริษัทจัดการเห็นว่ามีความจำเป็นต้องใช้ข้อมูลดังกล่าวเพื่อวัตถุประสงค์ข้างดัน

Any person whom the Asset Management Company deems necessitated use such information for the purposes mentioned above.



- 4. ในกรณีที่ผู้ลงทุนไม่สามารถปฏิบัติตามคำขอของบริษัทจัดการในการนำส่งข้อมูล เอกสาร และหรือคำชินขอมเพิ่มเติมตามที่บริษัทจัดการหรือกองทุนมีหน้าที่ต้องคำเนินการตาม กฎหมายทั้งในและต่างประเทศหรือตามข้อผูกพันที่บริษัทจัดการหรือกองทุนมีหน้าที่ต้องปฏิบัติหรือเป็นเรื่องที่จำเป็นสำหรับการดำเนินงาน หรือการลงทุนของบริษัทจัดการหรือกองทุน หรือผู้ ลงทุนไม่ปฏิบัติตามข้อกำหนด และเงื่อนไขของการเปิดบัญชีกองทุนรวม ผู้ลงทุนตกลงชินขอมให้บริษัทจัดการสามารถระงับการ
- ให้บริการใดๆอันเกี่ยวข้องกับบัญชีกองทุนรวมของผู้ลงทุนได้รวมทั้งคำเนินการปิดบัญชีกองทุนรวมของผู้ลงทุน โดยผู้ลงทุนขอมอบอำนาจ และขอให้ความยินยอมโดยมิอาจเพิกถอนได้แก่ บริษัทจัดการในการปิดบัญชีกองทุนรวม และ/หรือคำเนินการขายคืนหน่วยลงทุนเพื่อปิดบัญชีกองทุนรวมของผู้ลงทุนได้ตามที่บริษัทจัดการเห็นสมควร โดยถือเสมือนว่าเป็นการคำเนินการของ ผู้ลงทุนเอง และผู้ลงทุนตกลงจะไม่เรียกร้องค่าเสียหายใดๆจากบริษัทจัดการในการคำเนินการดังกล่าวบริษัทจัดการหรือกองทุนมีหน้าที่ค้องปฏิบัติ

In an event the Investor fails to comply with the request of the Asset Management Company for the provision of additional information, documents and/or consent for the discharging of duties by the Asset Management Company or the fund as required by the domestic or foreign law or pursuant to the obligations that the Asset Management Company or the fund have to comply with or where it is necessary for the operation or investment of the Asset Management Company or the fund, or the Investor fails to comply with the terms and conditions for the mutual fund account opening, the Investor accept and agrees that the Asset Management Company may suspend any services related to the Investor's mutual fund account including the closing of the Investor's mutual fund account. In this regard, the Investor hereby authorizes and irrevocably consents to the Asset Management Company to close the Investor's mutual fund account and/or to redeem the investment units for the closing of the Investor's mutual fund account, as the Asset Management Company deems appropriate as if such action has been taken by the Investor itself. The Investor agrees not to demand/claim for any damages arising thereof from the Asset Management Company.

5. ผู้ลงทุนรับทราบและตกลงว่าบริษัทจัดการสงวนสิทธิที่จะไม่อนุมัติหรือปฏิเสธคำขอเปิดบัญชีกองทุนรวม หรือการทำธุรกรรมกับผู้ลงทุนทั้งหมดหรือบางส่วนได้ โดยไม่จำเป็นต้องขี้แจงแสดงเหตุผลใดๆแก่ผู้ลงทุน และการตัดสินใจของบริษัทจัดการให้ถือเป็นที่สุด ทั้งนี้ให้รวมถึงการสงวนสิทธิที่เป็นไปตามข้อกำหนดสิทธิและหน้าที่ของบริษัทจัดการที่ ระบุไว้ในหนังสือชี้ชวน ตลอดจนเงื่อนไขและข้อกำหนดอื่นใดที่บริษัทจัดการได้กำหนดไว้

The Investor acknowledges and agrees that the Asset Management Company reserves the right not to approve or accept the mutual fund account opening application form or not to proceed with any transaction of the Investor in whole or in part without having to provide any reason to the Investor and the decision of the Asset Management Company is deemed final. In this regard, the right reservation pursuant to the terms of service, the duty of the Asset Management Company specified in the fund prospectus and other conditions and terms prescribed by the Asset Management Company shall be included.

- 6. ในกรณีที่ผู้สนับสนุนการขายหรือรับซื้อคืนหน่วยลงทุนส่งคำสั่งซื้อขายหรือสับเปลี่ยนหน่วยลงทุนของผู้ลงทุนให้กับบริษัทจัดการโดยผ่านบริการ FundConnext หรือผู้ลงทุนส่งคำสั่ง ซื้อขายหรือสับเปลี่ยนหน่วยลงทุนของผู้สงทุนให้กับบริษัทจัดการโดยผ่านบริการ FundConnext ผู้ลงทุนตกลงให้ถือเอาข้อมูลคำสั่งที่บริษัทจัดการได้รับจากบริการ FundConnext มีผลผูกพันผู้ลงทุนเสมือนหนึ่งผู้ลงทุนได้ลงนาม และยื่นแบบฟอร์มคำสั่งในการทำรายการดังกล่าวต่อบริษัท จัดการและข้อมูลดังกล่าวถือเป็นหลักฐานที่ถูกต้องสมบูรณ์และใช้อ้างอิงสำหรับการทำรายการของผู้ลงทุนได้
- In an event that the distributor sends a subscription/redemption/switching order of the Investor to the Asset Management Company through FundConnext service or the Investor sends a subscription/redemption/switching order through the internet system of the FundConnext service provider, the Investor agrees that the information on the order received by the Asset Management Company from the FundConnext service is binding upon the Investor as if the Investor has signed and sent such order to the Asset Management Company and shall constitutes a complete and correct evidence and is admissible in all respect, which can be used as a reference to the transaction conducted by the Investor.
- 7. ผู้ลงทุนขึ้นขันว่า ก่อนการลงทุนแต่ละครั้ง ผู้ลงทุนได้รับหนังสือชิ้ชวน หรือคู่มือการลงทุนใน SSF, SSFX, LTF หรือ RMF แล้วแต่กรฉีหรือเอกสารอื่นใดที่ใช้ในการขายหน่วยลงทุน จากบริษัทจัดการและ/หรือผู้สนับสนุนการขายหรือรับซื้อคืนหน่วยลงทุน และ/หรือบุคคลธรรมดาที่ทำหน้าที่เป็นผู้ติดต่อผู้ลงทุน รวมทั้งพนักงานผู้ทำหน้าที่ในการขายหน่วยลงทุนของบุคคล ดังกล่าวแล้ว และผู้ลงทุนมีความรู้และความเข้าใจเกี่ยวกับการลงทุนในหน่วยลงทุนของกองทุนรวมเป็นอย่างดีว่า

The Investor confirms that prior to each investment the Investor has already received the prospectus, the investment handbook for the SSF, SSFX, LTF or RMF investment as the case may be, or other documents used in the sale of investment units from the Asset Management Company and/or the distributor and/or an individual responsible for contacting the Investor as well as the personnel with the duty to sell the investment units of such person and that the Investor has a thorough knowledge and understanding in the investment in the mutual fund's investment units and that:

(1) ก่อนการลงทุนในหน่วยลงทุนของกองทุนรวมทุกครั้ง ผู้ลงทุนควรจะศึกษาข้อมูลต่างๆ ตามที่ระบุไว้ในหนังสือชี้ชวนอย่างละเอียดรอบคอบ

Prior to each investment in the investment units, the Investor should thoroughly study the information as specified in the fund prospectus;



(2) การลงทุนในหน่วยลงทุนมิใช่เป็นการฝากเงิน และมีความเสี่ยงของการลงทุน ผู้ลงทุนอาจได้รับเงินลงทุนคืนมากกว่าหรือน้อยกว่าเงินลงทุนเริ่มแรกก็ได้และอาจ ไม่ได้รับชำระเงินค่าขายคืนหน่วยลงทุน ภายในระยะเวลาที่กำหนด หรืออาจไม่สามารถขายคืนหน่วยลงทุนได้ตามที่ได้มีคำสั่งไว้

The investment in investment units is not cash-deposit and there are investment risks involved. The Investor may earn a larger or smaller sum than the original principal invested. Furthermore, proceeds from redemption order may not be executed as instructed.

(3) ในกรณีที่บริษัทจัดการ และ/หรือผู้สนับสนุนการขายหรือรับซื้อคืนหน่วยลงทุน และ/หรือบุคคลธรรมดาที่ทำหน้าที่เป็นผู้ติดต่อผู้ลงทุนที่บริษัทจัดการแต่งตั้ง (รวมทั้งพนักงานผู้ทำ หน้าที่ในการขายหรือรับซื้อคืนหน่วยลงทุนของบุคคลดังกล่าว) ให้คำแนะนำทั่วไปหรือคำแนะนำเฉพาะเจาะจงแก่ผู้ลงทุน ผู้ลงทุนจะได้รับคำเตือนในเรื่องต่างๆ ตามหลักเกณฑ์เงื่อนไข และ วิธีการของคณะกรรมการ ก.ล.ต. กำหนด อันได้แก่

In the event that the Asset Management Company and/or the distributor and/or an Investment Advisor/Individual Investment Planner responsible for contacting the Investor as appointed by the Asset Management Company (including the personnel responsible for accepting the redemption order from such person) provide general or specific investment advice to the Investor, the Investor will be receiving the warning on various issues in accordance with the rules, conditions and procedure prescribed by the Securities and Exchange Commission as follows:

(ก) คำเตือนเกี่ยวกับความเสี่ยงของการลงทุนในหน่วยลงทุน

The warning on risks associated with the investment in investment units;

(ข) คำเตือนเกี่ยวกับความเสี่ยงในการลงทุนของกองทุนรวมนั้นๆ

The warning on risks associated with the investment in each that particular mutual fund;

(ค) คำเตือนในกรณีที่มีการให้คำแนะนำทั่วไปว่า คำแนะนำคังกล่าวมิใช่คำแนะนำแก่ผู้ลงทุนเป็นการเฉพาะเจาะจง และคำแนะนำนั้นไม่ได้เกิดจากการวิเคราะห์หรือคำนึงถึง วัตถุประสงค์ในการลงทุน ฐานะทางการเงินและความด้องการของผู้ลงทุน

The warning in the case of general advice that such advice is not tailored to the Investor specifically and that such advice is not a result of the analysis or consideration of the Investor's objectives, financial status and investor's need and

(ง) คำเดือนในกรณีที่มีการให้คำแนะนำเฉพาะเจาะจงว่า ในกรณีที่ผู้ลงทุนปฏิเสชการให้ข้อมูลส่วนตัวหรือการให้ข้อมูลส่วนตัวที่เป็นปัจจุบัน ผู้ลงทุนอาจได้รับคำแนะนำที่ไม่เหมาะสม กับวัตถุประสงค์ฐานะทางการเงินหรือความต้องการของผู้ลงทุน เนื่องจากคำแนะนำที่ให้นั้นได้พิจารณาจากข้อมูลเพียงเท่าที่ผู้ลงทุนเปิดเผยให้ทราบ หรือกฎหมายกำหนด ผู้ลงทุนขืนขันว่า การลงทุนเป็นการตัดสินใจลงทุนของผู้ลงทุนโดยลำพังไม่มีผลเป็นการผูกพันบริษัทจัดการและไม่มีผลให้บริษัทจัดการต้องรับผิดชอบใด ๆ ทั้งสิ้นทุก ประการ

The warning in the case of specific advice that if the Investor refuses to provide his/her personal information or an up-to-date personal information, the Investor may receive advice that is not suitable to the Investor's objectives, financial status and investor's needs since such advice has been made taking into consideration only the information disclosed by the Investor or the disclosure of which is mandated by law. The Investor confirms that the investment decision is made by the Investor on its own accord and does not have any binding upon the Asset Management Company and the Asset Management Company assumes no liability whatsoever in any respect;

(4) สำหรับผู้ลงทุนในกองทุนรวม SSF, SSFX, LTF และ RMF ผู้ลงทุนได้อ่านและเข้าใจโดยตลอดถึงข้อความที่ปรากฏอยู่ในคู่มือการลงทุนใน SSF, SSFX, LTF หรือ RMF แล้วแต่ กรณีและผู้ลงทุนรับทราบว่าบริษัทจัดการมิได้เป็นผู้ให้คำแนะนำ หรือให้คำปรึกษาด้านภาษีแก่ผู้ลงทุน รวมทั้งผู้ลงทุนจะไม่สามารถนำหน่วยลงทุนของกองทุนรวม SSF, SSFX, RMF และ LTF ไปจำหน่าย จ่าย โอน จำนำ หรือนำไปเป็นประกันได้

For the Investor in SSF, SSFX, LTF and RMF, the Investor has read and understood the statements that appear in the investment handbook for the SSF, SSFX, LTF or RMF investment as the case may be and the Investor acknowledges that the Asset Management Company is not providing any advice or consultation on tax matter for the Investor. In addition, the Investor will not be able to distribute, dispose of, transfer, pledge or use as collateral the investment units of SSF, SSFX, RMF and LTF.

8. บรรดาการติดต่อ หนังสือติดต่อ และ/หรือหนังสือบอกกล่าว และ/หรือเอกสารหรือข้อมูลอื่นใด ที่จะติดต่อหรือส่งให้แก่ผู้ลงทุน ให้บริษัทจัดการสามารถติดต่อด้วยวิธีใดก็ได้ไม่ว่าจะ เป็นการแจ้งทางโทรสัพท์โทรสาร ข้อความสั้น (SMS) ไปรษณีย์อิเล็กทรอนิกส์ (email) ทางไปรษณีย์องทะเบียนหรือไม่ลงทะเบียนก็ตาม หรือให้คนนำไปส่งเอง หรือผ่านทาง applications หรือ สื่อสังคมออนไลน์ (เช่น LINE, WhatsApp, Messenger หรือ Facebook) หรือการติดต่อสื่อสารค้วยวิธีอื่นใด ในกรณีที่ได้ส่งไปยัง เลขหมายโทรสัพท์โทรสาร ที่อยู่ทางอิเล็กทรอนิกส์ (email address) ที่อยู่ที่ระบุไว้ในคำขอเปิดบัญชีกองทุนรวม หรือที่ผู้ลงทุนได้แจ้งการเปลี่ยนแปลงไว้เป็นหนังสือครั้งหลังสุดแล้ว หรือส่งผ่านไปยัง applications ที่ผู้ลงทุน download ไว้หรือเผยแพร่ ผ่านสื่อสังคมออนไลน์ที่ผู้ลงทุนได้เข้ามาติดตามหรือเพิ่มชื่อเพื่อรับข้อมูลไว้ให้ถือว่าได้ส่งให้แก่ผู้ลงทุนแล้วโดยชอบ ทั้งนี้โดยไม่กำนึงว่า ผู้ลงทุนจะได้รับด้วยตนเอง หรือมีผู้รับไว้หรือจะได้ เปิดอ่านข้อมูลหรือไม่ก็ตามสำหรับในกรณีที่ส่งให้ไม่ได้เพราะผู้ลงทุนข้ายที่อยู่หรือที่อยู่ที่กล่าวนี้เปลี่ยนแปลงไป หรือถูกรื้อถอนไป โดยไม่มีการแจ้งการข้ายหรือการเปลี่ยนแปลงหรือการรื้อ ถอนนั้นเป็นหนังสือถึงบริษัทจัดการก็ดีหรือส่งให้ไม่ได้เพราะเลขหมายโทรสัพท์ โทรสาร ที่อยู่ทางอิเล็กทรอนิกส์ (email address) หรือที่อยู่ที่ผู้ลงทุนได้แจ้งการเปลี่ยนแปลงไว้เป็นหนังสือ ครั้งหลังสดไม่ถกต้องหรือไม่เป็นปัจจบันก็ดีให้ถือว่าผ้ลงทนได้รับและทราบหนังสือติดค่อ คำบอกกล่าว ข้อมลหรือหนังสืออื่นใดของบริษัทจัดการแล้วโดยชอบ



For any communication, contact, letter and/or notice and/or any other documents or information to be made/sent to the Investor, the Asset Management Company may use various means be it via telephone, facsimile, SMS, email, registered or unregistered mail, physical delivery, applications, online social media (such as LINE, WhatsApp, Messenger or Facebook) or any other communication methods. In the event information is sent via telephone number, facsimile number or email address specified in the mutual fund account opening application form or as latest changes notified in written to the Asset Management Company or via application downloaded by the Investor or disseminated on an online social media followed by or subscribed to by the Investor, it shall be deemed that the information has been duly sent to the Investor regardless of whether the information has been received by the Investor or other person or whether the information has been read. In the event that the information cannot be sent because the Investor changes his/her domicile or address, or his/her domicile has been demolished without any notification of such change or demolition in writing to the Asset Management Company, or because the telephone number, facsimile number, email address or address last notified by the Investor in writing is incorrect or not updated, the Investor shall be deemed to have duly received and acknowledged the letter, notice, information or any other document sent from the Asset Management Company.

9. เพื่อให้บริษัทจัดการ (รวมถึงกองทุนทุกกองทุนภายใต้การบริหารจัดการของบริษัทจัดการ) ผู้สนับสนุนการขายหรือรับซื้อหน่วยลงทุนและผู้เกี่ยวข้องกับกองทุน สามารถปฏิบัติหน้าที่ ตามกฎหมายที่เกี่ยวข้องทั้งในและต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายว่าด้วยการป้องกันและปราบปรามการฟอกเงินหรือการสนับสนุน ทางการเงินแก่การก่อการร้าย) ได้และเพื่อเป็นการลดขั้นตอนที่ผู้ลงทุนจะต้องนำส่งเอกสาร ข้อตกลงอันเกี่ยวกับหน้าที่ของผู้ลงทุน ข้อมูล กำยืนยัน และ กำยินยอมใด ๆ เกี่ยวกับการแสดงตนและการเปิดผยข้อมูล/หัก ณ ที่จ่าย (รวมถึงเอกสาร FATCA Form และเอกสารที่อ้างถึงใน FATCA Form) (ซึ่งต่อไปนี้จะรวมเรียกว่า "เอกสารและข้อมูล") ให้กับบุคกลดังกล่าวข้างต้นเป็นราย ๆ ไป ภายใต้ข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนนี้ หากผู้ลงทุนให้หรือจะให้เอกสารและข้อมูลแก่บุคกลดังกล่าวทุกราย และให้บุคกลดังกล่าวข้างต้นทั้งหมดรวมถึงตัวแทนมีสิทธิใช้เอกสารและข้อมูลดังกล่าวเสมือนหนึ่งว่า ผู้ลงทุนได้มอบเอกสารและข้อมูลนั้น กับบุคกลดังกล่าวทุกราย และให้บุคกลดังกล่าวทุกรายสามารถนำส่งใช้เอกสารและข้อมูลนั้นระหว่างกันได้ทั้งนี้บริษัทจัดการ และ/หรือบุคกลแต่ละรายข้างต้นสงวนสิทธิในการขอเอกสารและข้อมูลเพิ่มเดิมจากผู้ลงทุนในภายหลังได้

In order for the Asset Management Company (including all funds under the management of the Asset Management Company), distributor and persons relating to the fund to be able to comply with their duty under the relevant domestic and foreign law (including FATCA, the law on anti-money laundering and the law on the prevention and suppression of financial support to terrorism) and to reduce the procedure for the submission of documents, agreement on the duty of the Investor, any information, confirmation and consent related to self-identification and disclosure of information/withholding tax (including FATCA Form and documents referred to in FATCA Form) by the Investor (hereinafter called "Documents and Information") to each of the aforesaid persons subject to the terms and conditions of this mutual fund account opening, in case the Investor gives or will give the Documents and Information to any of the aforesaid persons, the Investor agrees and consents to such persons including their representatives to use such Documents and Information as if the Investor has given such Documents and Information to all the aforesaid persons, and all of such aforesaid persons are entitled to send/use the Documents and Information among themselves. The Asset Management Company and/or each of the aforesaid persons reserve the right to subsequently request additional Documents and Information from the Investor.

10. ผู้ลงทุนตกลงผูกพันและปฏิบัติตามหลักเกณฑ์และเงื่อนไขต่างๆในหนังสือชี้ชวนของแต่ละกองทุนรวมที่ผู้ลงทุนได้ลงทุนไว้ข้อกำหนดและเงื่อนไขในแบบฟอร์มซื้อขายหรือ สับเปลี่ยนหน่วยลงทุนระเบียบปฏิบัติที่เกี่ยวข้องกับผู้ถือหน่วยลงทุน ตลอดจนข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุน รวมนี้ตามที่แต่ละบริษัทจัดการจะกำหนด รวมถึงที่จะมีการแก้ไขเพิ่มเติมในอนาคต ซึ่งผู้ลงทุนสามารถตรวจสอบระเบียบปฏิบัติ ที่เกี่ยวข้องกับผู้ถือหน่วยลงทุน ตลอดจนข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมเพิ่มเติมของแต่ละบริษัทจัดการได้ที่เว็บไซต์ของบริษัทจัดการดังกล่าว

The Investor agrees to be bound by and comply with the criteria and conditions in the prospectus of each fund in which the Investor has invested in, the terms and conditions in the subscription/redemption/switching forms, the rules and procedures relevant to the unitholders as well as any terms and conditions for the mutual fund account opening in addition to this terms and conditions for the mutual fund account opening form as may be prescribed by each Asset Management Company including any future amendment thereof. The Investor may examine the rules and procedures relevant to the unitholders as well as the additional terms and conditions for the mutual fund account opening of each Asset Management Company on its relevant website.

11. ผู้ลงทุนขอมรับและตกลงว่าข้อกำหนดและเงื่อนไขของการเปิดบัญชีกองทุนรวมนี้ยังคงมีผลใช้บังกับกับผู้ลงทุนต่อไป แม้ปรากฎต่อมาในภายหลังว่าบริษัทจัดการหรือผู้สนับสนุนการ ขาย หรือรับซื้อกืนหน่วยลงทุนรายใดรายหนึ่งจะยกเลิกหรือไม่ได้ใช้บริการ FundConnext แล้ว

The Investor accepts and agrees that this terms and conditions for the mutual fund account opening will continue to be binding upon the Investor even if any Asset Management Companies or the distributors have subsequently terminated or no longer used the service of FundConnext



The Customer agrees and agrees to the Company that any method of processing through electronic devices and/or electronic services and/or electronic systems of the Company is a reliable and acceptable method between the Customer and the Company, including certifying that any information and/or documents received by the Company by such means or used in supporting such operations are reliable and/or true information and/or documents as true as written documents in all respects. It is binding and enforceable between the Customer and the Company. In addition, the Customer agrees and acknowledges to the Company that any action taken through electronic devices and/or electronic services and/or electronic systems of the Company. If this is done with confirmation with OTP-One Time Password or User Name/Password or any other code received by the Customer via the Customer's mobile phone at the mobile phone number that the Customer has registered with the Company. While doing this or recorded in the Company's system, it shall be deemed to be accurate, complete and binding on the Customer and shall be considered as electronic signature according to the law without the need to sign any documents and the Customer agrees to be responsible for the actions using the aforementioned code as if it were done by the Customer himself. The Customer agrees and acknowledges that the Customer shall maintain OTP-One Time Password or User Name/Password or any other code. and shall not disclose or do anything that may make such codes known to others.

The Client acknowledges and understands the terms and conditions relating to the provision of financial services, including all transaction documents, and has signed it as evidence.

	revenue stamp	(	) Print
Name		t Advisor Authorized to sign	Company
	)	(	)

#### **Privacy Policy**



Globlex Securities Co., Ltd. ( "Company") realizes the significance of the Personal Data protection and committed to strengthen the personal data protection or personal information of individuals related to your business (collectively referred to as "Personal Information") in accordance with the Personal Data Protection Act B.E. 2562 and relevant laws ( "Act "), The Company suggests that the Data Subjects should read and understand the Policy, which describes the manner by which the Company treats Personal Data of the Data Subjects, including their rights, as follows:

#### 1. Definition

"Personal Data" means any information relating to an identifiable person, either directly or indirectly, but excluding the information of a deceased person in particular.

"Sensitive Data" means personal information relating to race, ethnicity, political opinion, belief, religion or philosophy, sexual orientation, criminal record, health information, disability, labor union information, genetic data, biological data, or any other data which may impact the data subject in a similar manner, as stipulated in the Personal Data Protection Committee's announcements.

- "Processing" means the collection, use, or disclosure of personal data.
- "Data Subject" means an individual who is the owner of personal data.

"Data Controller" means a person or juristic person who has the authority and duties to make decisions regarding the collection, use, or disclosure of Personal Data, including any reference in data protection laws that have or convey the same or similar meaning to the Data Controller.

"Data Processor" means a person or juristic person who processes, collects, uses, or discloses personal data in accordance with an order of or on behalf of the Data Controller, including any references in data protection laws having or conveying the same or similar meaning as Data Processor. The person or the juristic person engaging in those procedures is not the Data Controller.

#### 2. Collection of personal information

- 2.1. The Company shall collect, use, or disclose the Personal Data with limitations according to the purpose and scope which are lawful, necessary and fair, as necessary to operate under the objectives of the Company only.
- 2.2. The Company will take action for the owner of the information. recognize electronic consent or according to the Company's method in case of the sensitive subject, the Company will expressly obtain the consent from the data subject prior to collection. Unless the collection of personal and sensitive personal data is in accordance with an exception required by the Personal Data Protection Act B.E. 2562 and relevant laws.

#### 3. Purposes of collecting or using the Personal Data

- 3.1. The Company will collect and/or use the personal information of the Data Subject for the benefit of the Company's operation or to improve the quality of the operation and/or to comply with the laws and regulations related to the operation of the Company The Company will collect and/or use such information periodically, only for the necessary time for the purposes of which the data subject has been notified or as required by law. 3.2. The Company will not take any action beside from those stated in the purpose of collection, unless (1) Notifying the new purpose to the data subject and obtaining the consent of the data subject;
  - 3.2. The Company will not take any action beside from those stated in the purpose of collection, unless
    - (1) Notifying the new purpose to the data subject and obtaining the consent of the data subject;
    - (2) It is in compliance with the Personal Data Protection Act or other relevant laws.

#### 4. Disclosure of personal information

- 4.1. The Company will not disclose the personal information of the data subject to any person without consent and will disclose it for the stated purpose.
- 4.2. The Company may have a need to disclose personal information of the data subject to its affiliates or other people both inside and outside the country for the benefit of the Company's operation and to provide the services to the data subject. By disclosing the personal information to such persons, the Company will ensure that those individuals confidentially keep the personal information and will not use it for any purpose other than the purpose specified by the Company.
- 4.3. The Company may disclose personal information of the data subject under the rules prescribed by law such as the Disclosure of personal information to the government agency and the regulators including in the event of a request to disclose information by virtue of law.

#### 5. Security of personal information

- 5.1. The Company will provide an appropriate security procedure for the personal data uses, and in accordance with the laws and policies of the personal data protection for the Company's employees and other related parties
- 5.2. The Company supports and encourages employees to be knowledgeable and aware of their duties and responsibilities in collecting, keeping, using and disclosing of the Personal Data of the Data Subjects so that the Company can comply with the policy and law to protect the personal information accurately and effectively.

#### 6. Rights of the Personal Data Subject

- 6.1. Right to withdraw consent: The data subjects have the right to withdraw their consent for the processing of personal data that they have given to the Company throughout the period in which the personal data is kept by the Company.
  - 6.2. Right to object to the collection, use or disclosure of personal data relating to oneself.
- 6.3. Right to request deletion or destruction or make the personal data non-identifiable to the person who owns the personal data

#### **Privacy Policy**



- 6.4. Right to request to suspend the use of personal data
- 6.5. Right to withdraw consent to the processing of personal data for which consent has been given. The withdrawal of consent will not affect the collection, use or disclosure of personal data. that has already given consent
  - 6.6. Right to correct personal data
  - 6.7. Right to transfer personal data

#### 7. Review and changes to personal data protection policy

The Company may update or amend this Policy from time to time to comply with legal requirements. changes in company operations Including suggestions and opinions from various agencies. The company will clearly announce the change.

#### 8. Contact Us

If you wish to exercise your rights in relation to your personal data or if you have any questions or complaints about your personal data under this Privacy Policy, please contact the Company or the Company's Personal Data Protection Officer at

#### Globlex Securities Co., Ltd.

No. 87/2 CRC Tower, All Seasons Place, Floor 12 Wireless Road, Lumpini Subdistrict, Pathum Wan District, Bangkok 10330 Phone number 02-672-5999 Ext. 5907, 5921 Email: <a href="mailto:dpo@glolbex.co.th">dpo@glolbex.co.th</a>

I have read and acknowledged the Customer Privacy Policy. And I, as the data subject, agree that the Company may collect, use, and disclose the personal information as described in the Customer Privacy Policy.

Sign	consent
•	
	()

You can find more details about the collection, use and disclosure of your personal information in the Privacy Policy. and Privacy notice at the website <a href="https://www.globlex.co.th/PDPA">www.globlex.co.th/PDPA</a> or Scan QR Code



### U.S. Citizenship and Tax Resident Declaration Form in Other Countries: FATCA & CRS



☐ Yes ☐ No

Please select the check box that corresponds to your status.

Are you a U.S citizen?

#### Part 1 U.S. Personal Status (Status of Customer: FATCA Individual Self-Certification)

((If you check "yes" in any one box, you are deemed to be US Person by FATCA Regulation. Please complete Form W-9)

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.					
2. Are you a holder of any U.S. permanent Resident Card (e.g. Green card)?  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.					
You may be con- year, you were presen	nt in the U.S. for at least 1	purposes? you meet the "Substantial Physical Prese 83 days. For more details, please refer to payers/Substantial-Presence-Test.			
Additional Questions ( If you check "yes" in any one box, please complete Form W-8BEN and provide supporting document(s))					
1. Were you born in the	ne U.S. (or U.S. Territory)	but have legally surrendered U.S. citizen	ship?	☐ Yes ☐ No	
2. You have orders to to accounts in the Unit		ransfers from accounts opened or held with	n securities companies. G	Global Blake Limited  ☐ Yes ☐ No	
3. You authorize or a Globlex Securities Co.	-	address in the United States for any purp	ose relating to an account	opened or held with	
		an account opened or held with a securiti or transit address. Yes or no.	es company; Globlex is li	mited to one  Yes No	
5. You have a current	residence or U.S. contact	address for an account opened or with a	securities firm; Is Global E		
	one number in the United S Globax Securities Co., Lt	States to contact you or anyone else in cord.?	nection with an account o		
7. Do you have a tele		ted States to contact you or anyone else	in connection with an acc	count opened or held	
by Clobic Coccuring	00., La			☐ Yes ☐ No	
Part 2 Declaration of Tax Resident Status in Countries Other Than the United States CRS: Declaration of All Tax Residency					
1 You are a tax resident in a country other than the United States.  "Tax residence" means a country in which you are liable to pay income tax in that country on income received from that country and/or other country due to domicile, residence, etc. The number of days you stay in that country each year, or by considering other criteria.  Please answer "yes". If you are a tax resident in another country, please provide your country of tax residency and tax ID in that country. According to the table below.					
If you answered "	No," end the question		1		
Country of tax residence	Tax ID.	If you don't have a tax ID Please specify the reason A, B or C.	If you choose reason why you are unable	to obtain your tax	

### U.S. Citizenship and Tax Resident Declaration Form in Other Countries: FATCA & CRS



If you do not have a tax ID Please provide the following reasons:

Reason (a) Country in which the account holder is tax resident; Tax identification numbers are not issued to residents of that country.

Reason (b) The account holder has not received a tax ID issued by that country (Note: Please explain why you cannot obtain a tax ID).

Reason (c) It is not necessary to provide or disclose a tax ID (Note: Select this reason only if domestic law does not require the collection of a tax ID).

#### Part 3 Status Verification and Change Confirmation and Change of Status

You confirm that the above statements are true, complete, accurate and up to date.

- You acknowledge and agree that if the information provided pursuant to this Form or Form W-9 is false, inaccurate or incomplete, Globlex Securities Company Limited Have the right, in its sole discretion, to terminate the financial/business relationship with you. whether in whole or in part as deemed appropriate by Globlex Securities Company Limited.
  - You agree to notify Globlex Securities Co., Ltd. acknowledges and submits supporting documents to Globlex Securities Co., Ltd. within 30 days after an event changes that cause your information provided in this form to be incorrect. Incomplete or out of date
- 2. You acknowledge and agree that in the event that you do not comply with clause 2 above or submit false, incorrect or incomplete information about your status. Global Blake Securities Company Limited Have the right in its sole discretion to terminate its financial/business relationship with you. whether in whole or in part, according to Globlex Securities Company Limited. See fit.

#### Part 4 Disclosure of Information and Authorization for Debiting funds in account

You agree. without revocation: To do the following:

- 1. Globlex Securities Co., Ltd. will disclose your information to companies within Globlex Securities Co., Ltd. (including related entities of Globlex Securities Co., Ltd.) for the purpose of complying with FATCA / CRS / OECD, domestic and/or foreign tax authorities, including U.S. tax authorities. Such information includes customer name, address, identification number, taxpayer. Account number, FATCA status (i.e. compliant or non-cooperative) The amount or residual value of the account, payments to and from the account, account statements, amount, type and value of financial products and/or other assets held with Globlex Securities Co., Ltd., as well as the amount of income and other information relating to the financial/business relationship that may be requested by companies within Globlex Securities Co., Ltd., domestic and/or foreign tax authorities, including the IRS.
- 2. You consent to Globlex Securities Co., Ltd. debiting from your account and/or any income received by you from or through Globlex Securities Co., Ltd. in an amount determined by local and/or foreign tax authorities, including the IRS, subject to any laws and/or regulations including any agreements between Globlex Securities Co., Ltd. and such tax authorities.
- 3. If you do not provide information necessary for determining U.S. person, reported account holder status, or information required to be reported to Globlex Securities Co., Ltd., or fails to request an exemption from enforcement of laws prohibiting the reporting of information, you may not be allowed to do so. Global Blake Securities Co., Ltd. has the right at its sole discretion to terminate its financial relationship. business with you, whether in whole or in part, as Globlex Securities Company Limited deems appropriate.

acknowledge and agree to comply with the terms and conditions in this document, including acknowledging the discl	osure
of information and agreeing to allow Globlex Securities Co., Ltd. to debit the account and/or terminate its financial/busi	ness
elationship with me.	

Signature of the applicant for account opening	date
For Clohal Blake Coore	ition Common Himitad only

Tot Global Blake Securities company Immed only	
Attachment (if any)	
<b>□</b> W-9	
■ W-8 BEN and Documentation	

## Assessment of customer knowledge and understanding In Opening a derivatives trading account



in Opening a derivatives trading account	
Customer name	sess the
to trade futures contracts because futures contracts carry different risks from investing in securities. However, of should carefully study the derivatives broker appointment agreement and derivatives trading risk disclosure do your own benefit and to make investment decisions.	
Please check in the right answer Part 1 Account Opening and Derivatives Trading	
1. The customer wants to open a futures trading account (futures and options) with a broker who is a member of TFEX and the customer has to take care of their money insurance shall be in accordance with the company and related regulations	□ Yes □ No
2. The customer must have a margin at a rate that is not lower than the Initial Margin Requirement (IMR) set by the Company and related regulations therefore able to send trading orders	□ Yes □ No
3. Every end of business day customer must take care the margin is not lower than the Maintenance Margin requirement (MMR), which is calculated from the position Holding an existing contract if below that level Customers will be charged more margin (Call Margin) in order to have total margin of not lower than IMR.	□ Yes □ No
4. In case of being called for additional margin (Call Margin), the customer must bring the amount within the next working day (T+1) 1 hour before the market closes. By that time The company will not allow customers to create additional positions. And on the business day after the next business day (T+2), if the customer does not deposit the	□ Yes □ No
money according to the company's time determine. The company will proceed to clear the customer's position.  5. At any time If the Customer's margin is below the Force Close Margin Requirement (FMR), the Company may take	□ Yes □ No
Close the client's position as required by the Company and related regulations to stop the customer's loss.	
6. If the customer has more margin than the Initial Margin Level (IMR), the customer can withdraw or use it as collateral for futures trading. Customer deposits will receive interest at the rate specified by the Company at that time.	□ Yes □ No
7. Investing in futures contracts there will be a Mark to Market process at the end of each working day to calculate the profit and loss and adjust the cost of the position. Investment, which is calculated from the difference between the Daily Settlement Price of futures contracts and the customer's cost. If there is profit and loss Incurred will be included in the calculation of the customer's deposit.	□ Yes □ No
8. Futures Trading Hours And SET50 index options can be traded every working day from 9:45 AM to 4:55 PM. Except for the expiration date of which the futures contract can be traded until 4:30 p.m. only.	□ Yes □ No
9. Customers can have a position in futures contracts and SET50 index options combined in one month or all months combined not exceeding the maximum. that the Futures Exchange set (currently set at the position equivalent to 20,000 Futures contracts) to buy (long) or sell (short) futures.	□ Yes □ No
Don't 2 Compared Characteristics of Futures Contracts (CFTEO Index Futures)	
Part 2 General Characteristics of Futures Contracts (SET50 Index Futures)  1. SET50 Index Futures Contract is a contract agreed to trade the SET50 Index in the future.	□ Yes □ No
2. SET50 index futures contracts have an index multiplier equal to 200 baht per point, i.e. the customer buys SET50 index futures at a price of 520.5 points and Sell at a price of 520.0 points, amount of 1 contract, the customer will get a profit of 0.5 points x 200 baht x 1 contract equals 100 baht (excluding commission and VAT).	□ Yes □ No
3. Closing of SET50 futures contract positions can be done by trading in the opposite direction of the existing position. For example, in the past, the futures were sold. to buy the same futures	□ Yes □ No
4. On the expiration date of the SET50 index futures contract, if the position has not been closed. The company will calculate profit and loss and pay cash price difference By considering the average of the SET50 index (Final settlement price) with the cost price of that futures issue.	□ Yes □ No
Part 3 General characteristics of index options futures contracts SET50	
SET50 Index Option Futures Contract is a contract where the seller gives the right to future buyer of SET50 Index (call option) or to sell future SET50 Index. (Put option) at the exercise price specified within the period specified in the contract	□ Yes □ No
2. SET50 index option futures contracts for each expiration date, there will be at least 5 prices (an integer 25) with a price that 1 At-the-money (ATM) price, 2 In-the-money (ITM) prices and 2 Out-of-the-money (OTM) prices, and will be added.  New options futures contracts at the end of the day. If the number of contracts at ITM and/or OTM is less than 2 price	□ Yes □ No

The customer has fully acknowledged and fully understood the contents and conditions for account opening. and agree to

Signature of applicant.....



### Signature example Card

Name-Surname (print)	Signature
Verify by	Date
	Signature example 0
e and Surname	Signature example Control of signature on this letter is authorized to sign the leg
e and Surnamee / two persons whose name and example	Signature example Control of signature on this letter is authorized to sign the leg
e and Surnamee / two persons whose name and example act Terms and Conditions and all documer	Signature example Consignature on this letter is authorized to sign the legates with Globlex Securities Co., Ltd.



### Letter of consent for direct debit : ATS

X		Day	Month	B.E
	To Manager of Bank	Head offic	e/branch	
	I	the owner of th	e account 🚨 Sa	aving 🚨 Current
	Account no NameName		Contract addre	ess
		Telepho	ne no	
	Hereby wish to use the Bank's service to debit m (The Company), with the transferred amount stated vie in information by The Company and/or Agent and/or the oth amounts into the bank account of the company.  I agree to be responsible for any claims or dan information. The Bank shall liable only for the transfer fur allowed under my account. The deduction shall not be at fund not exceed in any case the extent to which amount rany confirmation.	voice. Computer media er person appointed by nages arise as a result id not exceed in any ca ny confirmation. The Ba	a, Diskette/Tape or the Company and of the correctnessise the extent to want shall be liable	r any wireless d to credit the said ss or accuracy of the which amount may be e only for the transfer
	In deducting money from my deposit account to pay debts and/or various obligations to such companies. If it later turns out that the amount specified in the instruction received by the bank is incorrect and the bank has deducted money from my deposit account according to the amount shown on the invoice and storage media (MEDIA) or computer data communication system that the Bank has already received from the Company. I agree to directly claim such amount from the Company. In this regard, I hereby waive the right to claim. or sue the bank to reimburse the money that the bank has debited from my deposit account to pay the debt to the company in the amount shown in the invoice and the media (MEDIA). or a computer data communication system that the Bank receives from the Company And I agree that the bank will deduct money from my deposit account only if there is enough money in my account to debit at that time, and in debiting such deposit account and in such deposit deduction, I do not wish the bank to notify the debit in any way, because I can already know such transaction from the passbook and/or STATEMENT of the bank and/or from the receipt and/or receipt of the company  In the case of documentary evidence and the deposit account number specified in this letter have changed for any reason I hereby agree that this letter of consent shall remain effective for the deposit account where the documentary evidence or account number has been changed in all respects. The request for debiting a deposit account under this letter shall be effective immediately from the date of issuance of this letter and shall continue to be in effect until it is revoked. This must be done in writing to the bank and the company at least 30 days in advance.			
		Regards		
		Sign		provided to the bank)
	For company use only		For bank use only	
	Globlex Securities Company Limited certifies that the consenter is a customer of the Company.	☐ The Bank agrees account holder.	to act according to	o the wishes of the
		☐ The Bank unable to	o operate due to	
		O Account Closed	O Incorrect Signate	ure O Incorrect a/c No.
	Sign	Other please spe	ecify	
	()	Sign		Branch Delegate
	Dete	(		)
	Date	Date		

### For The company staff: Identification and Verification form (Check List)



Customer name -surnameAccount noAccount no		
1. Meeting customers to identification in building business relationships		
1.1 Investment advisers meet clients face to face. along with proceedings in accordance with the regulations and methods specified by the Company as follows:  Verify documents and proof of identity of that customer. and verify customer identity by using a card. Auto ID reads the data from the chip on the customer's ID card. (Dip Chip) and checks the status of the ID card. with the database of government.	☐ Yes	□ No
(1) Insert the ID card into the card reader (2) Ask the customer to enter the Laser ID number on the back of the ID card (3) Take a picture of the customer's face. along with the record and let customers sign on their mobile phones		
1.2 In case the answer is no Please specify the reason	□ Yes	□ No
methods	□ Yes	□ No □ No
2. Verification of the completeness of presence information		
2.1 You have verified the signature on the account opening document with the documents showing that the identity of the signature is the same or not	□ Yes	□ No
2.2 Name-surname specified in the account opening application form and other documents is it the real owner of the account?	☐ Yes	□ No
2.3 Information about occupation, place of work, source of income and source of income	☐ Yes	□ No
2.4 Information about the purpose of the transaction investment experience	☐ Yes	☐ No
3. Authorization of other persons to perform transactions on behalf of customers	☐ Yes	□ No
4. Necessary information for further investigation or inquiry in the following cases		
4.1 Occupational customers: trading business of gold, gems, jewelry, trading antiques, manufacturing/selling of ammunition, currency exchange business. Overseas, non-financial money remittance and remittance service business, service place business Casinos and gambling establishments, informal lending business, Travel business, tour operator and job recruitment business (Receiving people to work from abroad or sending people to work abroad)	□ Yes	□ No
4.2 The client is a politician. or a family member or being close to a person with political status or is related to person with political status	☐ Yes	□ No
4.3 The customer has a nationality. Source of income Residency in risky areas or in NCCTs territories/countries; or Countries subject to monitoring	☐ Yes	□ No
If answered yes to any of the above, ask for additional documents or check as follows:		
4.4 Request for documentary evidence of the customer's permanent address	☐ Yes	☐ No
4.5 Ask for information from reliable reference sources, specify	☐ Yes	☐ No
4.6 Ask for information/documentary evidence about the source of money, specify	☐ Yes	☐ No
5. Customers are the ones who need to be especially careful when providing services. (vulnerable customer type) or not	☐ Yes	□ No
5.1 a person aged 60 years or over	☐ Yes	■ No
5.2 a person with limited financial knowledge or no investment experience	☐ Yes	□ No
5.3 a person with limited communication or self-determination. or have a disability	☐ Yes	□ No
If answering yes to any of these You have presented information and explained product details. especially in complex or risky products; and investment readiness and customer risk tolerance in order to consider the selection of products that are	☐ Yes	□ No
I have checked the information, evidence and identification documents. customer identification to prove that they are real custom completeness of information in the account opening request form, and other documents and describes the characteristics of the		-
Sign investment consultant(		