

Account Opening Request Form

To: The Chief Executive Officer
Maybank Kim Eng Securities (Thailand) Plc.

I wish to open a trading account with the company and am providing details and attached supporting document as follows:

Personal Background

Ordinary Person

Mr. Mrs. Miss Others (Specify)_____

Name-Surname (Thai)_____

Name (English)_____

Middle Name (English)_____

Surname (English)_____

Date/Month/Year of Birth (B.E.)___/___/___ Age___ Years Sex___

Originality (Race)_____ Nationality_____

Identification Card Government ID Card State Enterprise Card

Passport Others (specify)_____

Number_____ Issuing Place_____

Date of Issuance_____ Expiry Date_____

E-mail address_____

Address as in the House Registration

Address_____

State_____ Postal Code_____

Country_____

Telephone_____ Mobile Phone_____

Current Address (Not the same as that in the House Registration)

Address_____

State_____ Postal Code_____

Country_____

Telephone_____ Mobile Phone_____

Occupation and Income

Occupation_____ Position_____

Place of Work_____

Address_____

State_____ Postal Code_____

Country_____ Telephone_____

Income per month_____

Contact Person in Case of Emergency

Name _____
Surname _____
Address _____

State _____ Postal Code _____
Country _____
Telephone _____ Mobile Phone _____

Juristic Person

Name of Juristic Person _____
Registration No. _____
Type of Business _____
Address _____

State _____ Postal Code _____
Country _____ Telephone _____

Authorized persons to trade on behalf of the juristic person

1. _____
2. _____

Client's Information

Settlement of account

Method of remittance (Purchase)

Payment direct to Current Account at no. _____
Bank _____ Branch _____

Method of payment (Sale)

Payment direct to Account type Saving Current

Account at no. _____
Bank _____ Branch _____

Please Note : Your bank account name must be the same as the name on the application and in one name only.

Address for Postal Mail:

Current Address Office
 Others, please specify Address _____

State _____ Postal Code _____
Country _____ Telephone _____

In a case when there is no marking on the box, house registration address will be a delivery address.

- I wish to deduct my account to pay for shares subscription for the amount allocated to me by the company.
- I wish to have an access to trading information through Internet and I will strictly comply with related rules and regulations.

Other additional information _____

**I would like my trading account to be taken care by
(Please tick off 1 choice only)**

- Branch name (Please select convenient area) _____
- Head Office Marketing Staff
(Please select marketing team you prefer no. 1 – 18) _____
- Internet (Please select branch / team convenient contact) _____
- Internet (E-commerce Department)
- Up to the Company's consideration

I certify that the above information is true and correct.

Signature of clients 
Date ___/___/___

For Official Use

I have verified the existence of client by using either one or combined methods (only for new client):

1. Signature in the account opening request form:
 - Signed in front of official Did not sign in front of official
2. Check back with client Home Telephone Office Telephone
 - 2.1 Recheck date of birth Correct Incorrect
 - 2.2 Recheck identification number Correct Incorrect
 - 2.3 Recheck on contact address and delivery address
 - Correct Incorrect
3. Other methods, please specify _____

Signature _____ (Officer)
(_____)
Date _____

Signature Specimen

Date ___/___/___ Account Number _____
Name of Account's Owner _____
Telephone _____
Condition (if any) _____

Signature Specimen

Signature

Seal

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.....

Signature Specimen Card

Date ___/___/___ Account Number _____
Name of Account's owner _____
Telephone _____
Condition (if any) _____

Signature Specimen

Signature

Seal

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Agreement for the Appointment of Agent and/or Broker for Securities Trading

Agreement No. _____

Type of account Cash
 Internet

This Agreement is made on _____ between

- (a) _____
Residing at _____
(the “**Client**”), and
- (b) Maybank Kim Eng Securities (Thailand) Public Company Limited, Broker No.42 of The Stock Exchange of Thailand, whose head office is located at The Offices at Central World, 20th-21st, 24th Floor, 999/9 Rama 1 Road, Pratumwan, Bangkok 10330 (the “**Company**”).

Whereas

- (1) The Client is desirous to appoint the Company as its agent and/or broker to execute Securities trading transactions on its behalf and to take any necessary proceedings, such as to make a Securities trading instruction and to make payment or Advances for the executed transaction in accordance with the Client’s instructions. In such case, the Client agrees to indemnify the Company under the terms and conditions contained herein.
- (2) The Client agrees that the Company may proceed as it deems appropriate to acquire collaterals for any contingent liability which may arise as a result of Securities trading as per its instruction, such as by way of pledge of the Securities as collateral, subject to the terms and conditions contained herein.

Both parties have mutually agreed as follows:

1. Definition

Unless otherwise specifically defined, the following terms when used in this Agreement shall have the following meanings:

“**Advances**” means money advanced by the Company to pay subscription fees, purchase prices of the Securities, taxes, brokerage fees, penalties and any other expense in relation to the Purchase of the Securities which the Client has an obligation to repay to the Company in accordance with the terms specified herein.

“**Client Cash**” means cash of the Client placed with the Company for or in relation to Securities trading. In the event that the Client presents cheque or any other instrument in lieu of cash to the Company, it shall be deemed that the Company receives cash only upon the clearing of cheques or such other instruments. In the case that the Client transfers its money from other financial institutions to the

deposit account of the Company, it shall be deemed that the Company receives the money only when the transfer is complete.

“**Purchase**” includes Securities subscription

“**SET**” means The Stock Exchange of Thailand and Market for Alternative Investment, including Over-The-Counter Centres in accordance with the securities law and such other Over-The-Counter Centres which the Company can act as agent and/or broker of Securities trading subject to the rules, regulations and notifications of SEC.

“**Cash Account**” means a Securities trading account opened by the Client with the Company for trading of the Securities in cash in accordance with the relevant procedures, rules, regulations, notifications of the Company, SEC and SET, which is subject to the terms and conditions prescribed herein.

“**Available Fund**” means the cash balance of the Client after the settlement of the costs, fees and other expenses incurred from Securities trading.

“**Internet Trading**” means Securities trading through the system of Internet Service Provider (ISP) in accordance with the procedures, rules, regulations and notifications of the Company, SEC and SET.

“**Client**” includes persons assigned by the Client to communicate with the Company or to take any proceeding under this Agreement for or on behalf of the Client.

“**SEC**” means The Office of the Securities and Exchange Commission and Securities Exchange Commission.

“**Securities**” means treasury bills, bonds, bills, shares, debentures, investment unit warrants, share warrants, debenture warrants and/or investment units, instruments or documents of title to the assets of mutual funds and any other instrument so designated by SEC.

“**Website**” means files or folders of information which is on internet system (pursuant to the rules, regulations and notifications of SEC).

2. The Client hereby appoints the Company to be its agent and/or broker and also authorises further delegation by the Company for the purpose of Securities trading in accordance with its verbal instruction given by telephone or via computer system, internet or any other mean by itself or its authorised representatives. If any of the Client’s instruction does not comply with any laws, rules and regulations of SET or the Company, the Company shall not be bound to comply with such instruction and the Client shall not be entitled to claim for any damages or expenses incurred therefrom. The Company agrees to be an agent and/or broker of the Client and agrees to open for the Client a Securities trading account with a credit line which will be determined from time to time by the Company.

The Client hereby ratifies any action taken by the Company and/or its sub-agent in the capacity of an agent for Securities trading before and as from the date of this Agreement.

3. The Client hereby authorises the Company to act on its behalf and to appoint sub-authorisees, brokers, sub-attorneys or sub-agents to proceed with the Purchase, sale, transfer, acceptance of transfer and subscription for any type of Securities; to exercise the rights issue; or to exercise the warrant for shares or debentures, including to pay all fees, taxes, expenses and damages incurred in relation to Securities trading under this Agreement. In addition, the Company is hereby empowered:
- a) to accept, deliver, dispose or transfer of the Securities; to demand and receive payment of the Securities, dividends or interest; to pledge or notify the pledge; to withdraw cash from the Cash Account and other accounts of the Client maintained with financial institutions for the performance of this Agreement either as authorised signatories or by any other means, to endorse promissory notes for withdrawal, to receive money under promissory notes or to assign the right to enforce payment under promissory notes or other instruments so as to settle any debt owed by the Client under this Agreement and any other debts, including tax obligations, irrespective of whether they be specific debts or joint debts;
 - b) to enter into any juristic act on behalf of the Client for the purpose of Securities trading under this Agreement either with the Company itself or the third party. In doing so, the Client consents that the Company may act in the capacity of an agent of the other contractual party; or
 - c) to accept the transfer, deliver and receive share certificates, instruments or any other documents of title to the Securities of the Client, including to sign in other instruments or documents for such purpose.

The Client agrees not to revoke or cancel whether in whole or in part the authorisation or consent given to the Company under this Agreement unless and until any and all of its obligations are fully satisfied to the Company.

4. **In the event that the Company notifies the Client of any right available to it e.g. the rights to subscribe for the Securities but the Client does not exercise such right within the prescribed period, or if the Client does exercise such right but fails to comply with the required procedures, it shall be deemed that the Client has waived such right.**

If the exercise of the right set out in the foregoing paragraph incurs fees to the Client, the Client agrees that Company may apply the Client Cash in its possession towards payment of such fees. However, if there is no Client Cash in the Company's possession or the amount in the Company's possession is insufficient to cover all fees, the Client shall be obligated to make payment

according to the procedures prescribed by the Company. Otherwise, it shall be deemed that the Client has waived such right.

5. The Company agrees that a Securities trading instruction can be made verbally by telephone or via computer system, or in writing or by any other means. Upon the Company's receipt of the Client's explicit instruction, such instruction shall be deemed to have been duly given. The Company will, thereafter, confirm the Securities trading transaction proceeded in accordance with such instruction to the Client. If the Client does not protest to the Company within 24 hours from the time of receiving such confirmation or within the next business day from the execution date of the Securities trading transaction, the Client agrees that all the evidences of the Securities trading transaction engaged by the Company on behalf of the Client shall be deemed final and conclusive and the Client agrees not to raise any defence against the Company in relation thereto.
6. In the event that the Client wishes to open an account for Securities trading via Internet Trading system, the Company will connect the Securities trading system so as to enable the Client to give a Securities trading instruction or contact authorised officers of the Company through the computer system. In this regard, the Client represents to and agrees with the Company that:
 - a) the Client has studied and acknowledged all the rules and procedures prescribed by the Company in relation to Securities trading via Internet Trading system.
 - b) the Client shall not use any instruction system other than that of the Company which is connected to the Client's computer using for the Securities trading transaction and shall prevent any third party from connecting its computer to the Client's computer which may enable such third party to give its Securities trading instructions through the Company's computer system.
 - c) **The Client shall keep the password for access to the Internet Trading system in confidential. In any case where the Client's password is used, the Client shall be liable for and fully indemnify the Company against any and all damages incurred therefrom.**
 - d) **the Client acknowledges that there are potential risks and damages which may be incurred from Securities trading as follows:**
 - **Malfunction of the equipment or computer system of the Client or the Company or SET which may affect the transmission or receipt of a Securities trading instruction via Internet Trading system. In such event, the Client acknowledges that it is still possible for it to give an instruction by telephone or by other means to the authorised officers of the Company. Subsequent to the execution of the Client's instruction, the Company will confirm the proceeded Securities trading to the Client. If the Client does not protest to**

the Company within 24 hours from the time of receiving such confirmation, the Client agrees that all the evidences of the Securities trading transaction engaged by the Company on behalf of the Client shall be deemed final and conclusive and the Client agrees not to raise any defence against the Company in relation thereto.

- **other risks and damages which are not caused by the Company's fault e.g. delay or loss of information during transmission, or inability to transmit the information, mistakes and inaccuracy of information due to the technological restriction on Internet Trading system, including mistakes on the part of the Client itself.**
 - e) In the event that the Client's Securities trading instruction violates or does not comply with the rules of SET, the Company may give warning to the Client and cancel such instruction. The Company may, at its sole discretion, terminate the Securities trading service through Internet Trading system to that Client.
 - f) The Company shall procure and deliver to the Client (1) a summary report of Securities trading transactions, receipt and payment of money, and monthly report of receipt and delivery of the Securities from/to the Client; and (2) a report of the outstanding credit line and assets, Securities trading instructions and, on the relevant execution date, the confirmation of Securities trading transactions to the Client via Internet Trading system. The Client shall examine the accuracy of the reports. The Company's reports shall be deemed correct, unless the Client protests any report in writing within 7 days from the date of receiving such report.
7. The Client may, at any time, purchase or sell the Securities provided that it does not exceed the credit line prescribed by the Company. In this regard, it is at the sole discretion of the Company to determine a credit line for the Securities trading of each Client and to increase or decrease the same as it deems appropriate.

The Company may consider increasing the credit line in any of the following events:

- a) when both parties agree to the increase; or
- b) when the Company notifies the Client of the increased credit line and the Client does not protest in writing to the Company within 48 hours from the time of receiving such notice. In this case, the Client shall be deemed to have agreed with the increase; or
- c) when the Company accepts, without any objection the Client's instruction to purchase the Securities over the permitted credit line. In such case, the Client shall be deemed to have agreed with the increase of credit line and also agreed to pay for any and all obligations incurred as a result of its instruction. However, the Company reserves the rights to increase the credit line either temporarily or permanently at its sole discretion without notice to the Client.

With regard to the decrease of the credit line, the Company shall, at its sole discretion, be entitled to affect the decrease immediately without notice to the Client.

8. The Client represents and warrants to the Company that:
- a) the Client is legally competent to make decisions with regard to Securities trading and has financial ability to satisfy all the obligations incurred from the Securities trading under this Agreement;
 - b) the Client enters into this Agreement for its own benefit and is not acting as an agent for any third party; and
 - c) the Client understands the nature and the risks associated with an investment in the Securities, derivative warrants, warrants with expiry date, which are not tradeable after the relevant expiry date, and the investment in all types of Securities duly approved by SEC.**
9. For the purpose of Securities trading, the Company may accept or deliver other Securities in the same category, type and quantity to any purchaser, seller or the Client. In the event that the Company is unable to purchase or sell the Securities up to the quantity instructed by the Client, the Client agrees to accept the actual quantity available for trading as per the evidences provided by the Company. In this regard, the Company reserves the rights to purchase or sell such Securities owned or held by it as agent or broker for the others, from or to the Client.

The Client agrees that the Company has an exclusive right to reject any Securities trading instruction, suspend the provision of service or terminate the agency relationship under this Agreement or close the account of the Client at any time without any prior notice. However, the Client may terminate this Agreement only upon payment of the outstanding obligations to the Company in full.

In the case where the Client wishes to cancel any Securities trading instruction, the Client shall notify the Company immediately. The cancellation shall, by no means, affect any action undertaken by the Company in accordance with the Client's instruction.

10. The Client agrees to pay for the Securities purchased, Advances and brokerage fees at the rate prescribed by the Company; taxes according to the relevant laws; and any and all expenses and damages incurred from the Securities trading under this Agreement at the rate, within the time and in the manner stipulated in the rules, regulations and notifications of SET and other Securities trading-related authorities.
- The Company may adjust the brokerage fees by a notice posted at securities trading rooms at both its head office and branches.

11. **In case the Client is in default of payment for the purchased Securities within the period prescribed in Clause 10, the Client agrees that the Company may charge interest at the rate stipulated in Clause 19. The Company is also**

authorised to sell any Securities, including those in the Company's possession which remain unpaid and the Securities-related rights, immediately without any notice to the Client and apply the proceeds to satisfy any and all obligations owed to the Company. If the proceeds are insufficient to satisfy all the outstanding debts of the Client, the Client agrees to pay to the Company all the outstanding debts, expenses and damages, if any, in full.

In the event that the sale of the Securities in the preceding paragraph is executed at the price below market value or the market value of such Securities is subsequently increased, the Client agrees not to claim for any compensation for loss of profit from the sale or any other damages from the Company.

12. Upon the sale of the Securities, the Client is entitled to receive the Securities prices after taxes and other expenses as prescribed in Clause 10 within the period prescribed by SET by way of cross cheque (A/C payee only) payable by the Company or transfer of funds into the Client's account or any other means prescribed by SET or the Company or as otherwise instructed by the Client or other persons which are believed, beyond any doubt, to be the Client or its agent.
13. In the event that the Client has an obligation to pay the purchase price of the Securities to the Company and the Company has an obligation to pay to the Client the sale proceeds of the Securities, the Company shall be entitled to set-off the sale proceeds against the Client's obligations, in which case any sum (s) standing shall be liable by either party whose obligation is higher. Nevertheless, the Company reserves the rights to terminate or cancel the settlement by way of set-off without prior notice to the Client. In this regard, the Company reserves the right to set off, whether in whole or in part, only against the Securities in certain name, type, quantity or at certain value.
14. The Client shall be obliged to deliver the relevant share certificate(s) or document(s) of title to the Securities, including transfer instruments and other documents duly executed to the Company before submitting any instruction for Securities trading or at such other time as prescribed by the Company or within the period determined by SET, which currently is the next business day from the date of sale of the Securities.

Should the Client fail to submit those documents within the period prescribed in the preceding paragraph or the rights over the documents lodged by the Client could not be enforced by the holder of such documents, the Client hereby agrees that the Company may immediately make Advances for purchasing other Securities of the same type and quantity, to be delivered to the purchaser. In such case, the Client agrees to refund in full all the Advances and other damages incurred by the Company from the sale of such Securities.

15. Prior to each and every purchase of the Securities, the Client shall place cash or provide securities or collaterals acceptable to the Company to guarantee payment of any purchase obligations, brokerage fees, taxes, interests, as well as accessory

debts, expenses and damages payable by the Client under this Agreement immediately upon receipt of the Company's notice, provided that the value of such securities or collaterals shall not be lower than that prescribed by the Company.

In addition, the Client agrees to grant liens over all monies, properties and Securities, including dividends and interest thereon in the Client's account under this Agreement or in the Company's possession. Moreover, the Client agrees that the Company may dispose any and/or all Securities in the account at any time, in any amount and at any price deemed appropriate by the Company or to place as collaterals for the Client's repayment of its obligations to the Company.

The Client agrees and acknowledges that in the event that the Company has financial difficulty, the Client Cash in the possession of the Company, will not receive any protection from the Financial Institution Development Fund ("FIDF") or any other institutions assuming guarantee obligations for the deposit.

16. The Client consents that the Company may deposit the purchased Securities with Thailand Securities Depository Company Limited ("TSD") which will act as the "Custodian". The Client agrees that the Securities may be transferred to TSD for the custodian purpose, whereas the Securities shall, at all time, be deemed to be in the Company's possession. Both parties agree to be bound by the additional terms as follows:
 - a) when the Securities of the Client are in the custody of TSD, the Client authorises TSD to receive all the rights and benefits on the deposited Securities "for custodian purpose" from the securities issuing company on behalf of the Company. The Company shall subsequently deliver such rights and benefits allocated by TSD to the Client in proportion to and/or in the amount entitled by the Client.
 - b) the Client consents that the Company may take any proceedings with regards the Securities deposited with or transferred by TSD, including to sign in any application form, warranties or such other documents for the purpose of depositing or transferring of the Securities with/by the TSD in accordance with the regulations of SEC or TSD.
17. All the correspondences, notices, confirmations of Securities trading transactions and other documents delivered by whatever means to the Client or its agent at the contact address as specified afterwards in this Agreement and/or at such other address informed by the Client or informed via Internet Trading system or e-mail shall be deemed as duly sent to the Client. When there is any change of contact address and/or e-mail address (In case of Internet Trading System), the Client shall provide the Company with a written notice of such change.
18. **In the event that the Client is in default of payment to the Company because of death, or when it is ordered incompetent or quasi-incompetent, or is under**

the receivership or become insolvent, or is sued in a court case or when its property is seized or attached, or the information disclosed by it for the purpose of this Agreement is found to be untrue which may cause damages to the Company, or in the event of default by the Client, the Company is entitled to exercise any of the following rights:

- a) to purchase all or some of the Securities in SET;
- b) to sell all or some of the Securities placed as collaterals or other Securities possessed by the Company for the benefit of the Client or the Client's joint account with the third party as the Company deems appropriate;
- c) to cancel any Securities trading instruction which remains unprocessed by the Company; and/or
- d) to close the Client's account.

In doing so, the Company shall have no obligation to inform or acquire consent from the Client, its successors or administrator of the estate. The Client agrees and acknowledges that any such action taken by the Company shall be binding upon itself, its successors, and its assets. In this regard, the Client agrees to pay all the outstanding obligations to the Company in full.

19. In the event that the Client breaches any provision of this Agreement or fails to perform any of its obligations hereunder within the prescribed period, the Client agrees that the Company may charge interest at the maximum rate duly chargeable by the Company (for reference, the interest rate currently charged by the Company is **24** per cent per annum.)
20. The Company may manage the Client's Cash remaining in the account opened with the Company in the following manner:
 - a) to maintain such money in the Client's account. In this case, the daily Available Fund in the account will earn interest at the rate prescribed by the Company semi-annually and the Company shall credit the interest after tax to the Client's account on the first business day of every sixth month. The interest rate shall be determined and publicly announced at the Company's head office and its branches. In this regard, the Company reserves the right to adjust the interest rate and the method of calculation as it deems appropriate and the adjustment shall become effective immediately upon announcement. The Client hereby agrees not to raise any objection whatsoever.
 - b) to deposit the Client's Cash with commercial banks or other banks established under specific laws, or invest in such other manner as prescribed by SEC. In this regard, lists of the financial institutions and instruments will be announced at the Company's office.

Subject to the preceding paragraph, the Client acknowledges and agrees with the cash management method as prescribed. In addition, the Client agrees and

acknowledges that the Client's Cash in the possession of the Company will not receive any protection from FIDF or any other institutions assuming guarantee obligations for the deposit.

The Company hereby agrees not to utilise the Client's Cash for its own benefit but will hold for the sole benefit of the Client, unless otherwise ordered or consented in writing by the Client.

However, in case there is any loss or damage to the Client's assets arising from neglect of duty of the Company, the Company shall be responsible for full amount of the Client's asset.

21. In the case where the Client wishes to withdraw the Client Cash in the Company's possession, it shall inform such intention to the Company by filling in the withdrawal form made available by the Company on its Website and deliver the same via Internet Trading system or by any other means prescribed by the Company at least 1 business day prior to the withdrawal date. Accordingly, the Company shall withdraw the requested fund from the Client's account and deposit it into the bank account of the Client or proceed as otherwise instructed by the Client.

Subject to the Exchange Control law and other relevant laws, in the event that the Client wishes to have the withdrawal fund transferred to it in other currency, it shall specify the amount to be withdrawn in Thai Baht. The Company will then contact banks to arrange for such fund to be converted into such other currency at the prevailing foreign exchange rate as of the delivery date. Nonetheless, the foreign exchange rate may vary according to the bank engaged by the Company. The Client agrees to pay all fees and expenses incurred from the foreign exchange under this Clause.

22. Upon the occurrence of any of the following events, all the obligations of the Client hereunder shall become immediately due and payable to the Company. In this regard, the Client agrees to be fully responsible for any expenses incurred from demand payment, litigation and/or legal execution including legal fees:
- a) when the Company reasonably believes that the Client does any acts or things which is an offence under the Securities and Exchange Act B.E.2535 and in the event that the Client is alleged or sued in court under the Act e.g. in an offence of stock speculation.
 - b) when the circumstances suggest that the Client is insolvent, is under the receivership or is ordered bankrupt by the court.
 - c) when the Client conceals or allows other person to conceal, dispose of its assets whether in whole or in part which may prejudice the Company's rights, including its rights to receive full or partial repayment. It also includes the case where the Client does not make any reasonable attempt to contravene such action when practicable.

- d) when the court or governmental authority gives judgement or makes an order to confiscate or sequester the assets of the Client, whether in whole or in part.
23. All the terms and conditions of this Agreement shall be governed by the notifications, rules, regulations of SET, SEC, the Bank of Thailand and other relevant competent authorities which are in charge of securities businesses.

In the event that the Client breaches or fails to comply with such notifications, rules and regulations, the Client agrees to fully compensate for any damages which may be incurred by the Company.

Should there be any subsequent amendment to the relevant notifications, rules and regulations, it shall be deemed that the Company and the Client have agreed in accordance with the amended provisions. However, the Company reserves the right to amend any condition in this Agreement to conform with such amendment as it deems appropriate without any prior consent from the Client, provided that the Company shall notify the change to the Client. In such case, the Client agrees to strictly comply with the amended provisions.

24. **The Client agrees not to demand, sue or take any action against the Company for any damages incurred by it as a consequence of an action, inaction or fault of SET or other people out of the Company's control.**
25. In case of legal disputes between the Company and the Client arising from or relating to the Trading under this Agreement, the client can select whether to solve the legal disputes by submitting a complaint to the Office of the SEC in order for such legal dispute to be settled by the Arbitration in accordance with the criteria and procedures as prescribed under Relevant Regulations.
26. Any indulgence or waiver of the performance of the Client under this Agreement shall be regarded as provisional only.
27. All the statements herein and the details declared in the Client's application shall form an integral part of this Agreement. Any part of the statement which is incomplete, void or legally unenforceable shall not affect the remaining part which shall remain in full force and effect.
28. **This Agreement has no expiry date and it shall be deemed that this Agreement shall be enforced until terminated by either party.**

In the event that the Client wishes to terminate this Agreement, it shall submit a notice of termination to the Company at least 30 days in advance. In any case, the termination shall become effective only when the Client has fully satisfied all of its obligations to the Company, including all the accrued interest and other accessory debts incurred from Securities trading.

In the case where the Client does not have any Securities trading transaction with or any obligations to the Company, and it has no cash or other properties possessed

by or pledged with the Company, the Client consents to the Company's closing its account whenever it deems appropriate.

If the Company is a terminating party of this Agreement, the Company shall deliver to the Client a notice of termination. In this regard, the Client agrees to satisfy any and all of its obligations, including brokerage fees, taxes, interest and all accessory debts, expenses and damages to the Company within 7 days from the date of the termination notice. Nonetheless, the serving of such a termination notice shall not prejudice the Company's right to charge interest on the whole outstanding obligations at the rate announced by the Company.

The parties have thoroughly read and understood all the contents herein and confirm the conformity with their intention in all respects and hereby affix their signatures as evidence hereof.

Signature _____ the Client
(_____)

Signature _____ the Company
Maybank Kim Eng Securities (Thailand) Public Company Limited

Signature _____ Witness
(_____)

Signature _____ Witness
(_____)

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REQUEST FOR DEBIT TO BANK ACCOUNT

At Maybank Kim Eng Securities (Thailand) Public Company Limited
999/9 The Offices at Central World, 20-21Fl., Pathumwan, Bangkok 10330

Date.....
 Attention: The Manager of (Bank)..... Head Office/ Branch.....
 I....., owner of the () saving () current
 Account no. (10 digits)..... account name.....
 Contact Address No. Trok/ Soi..... Road.....
 Sub-District..... District..... Province.....
 Post Code..... Telephone No.....

Request the Bank to debit my aforesaid account and credit the same to the bank account of Maybank Kim Eng Securities (Thailand) Plc. (hereinafter called the “Company”) in accordance with the amount as shown in the diskette/ invoices which the bank receive from the Company for the payment of the debt and/or any obligations due to the Company.

For the said debit to my account as payment of the debt and/ or any obligations to the Company, should it appear later that the amount contained in the diskette/ invoice which the Company notifies the Bank is incorrect and that the Bank has already debited the sum equivalent to the amount stated in the diskette/ invoice from my account, I agree to claim such amount from the Company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that the Bank shall debit only when the fund in my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/ statement of the Bank or invoice/ receipt of the Company.

In case of document of evidence and the account number mentioned above has been changed for whatever reason, this letter of consent shall be valid and enforceable for such account.

I hereby certify that debit to my account hereunder is made in accordance with my request. Should there be any damage or fault incurred to the Bank and/or the Company. I agree to be liable for all actual damages incurred to the Bank or the Company.

The debit to my account shall be immediately valid upon entering into this letter of consent and shall be in full force and effect until my written instruction to revoke this letter of consent is given to the Bank and the Company not less than 30 days in advance.

Signed..... Consenting Party
 (.....)
 (As that given to the Bank)/ Account Owner

**Certified as authenticated signature of the
 Consenting Party**

**Certified correct account and true signature of
 Consenting Party**
 Bank..... Branch.....

Signed.....
 (.....)
 Maybank Kim Eng Securities (Thailand) Plc.

Signed.....
 (.....)
 Authorised Signature

□	□	—	□	□	□	□	□	□	□	—	□
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REQUEST FOR DEBIT TO BANK ACCOUNT

At Maybank Kim Eng Securities (Thailand) Public Company Limited
999/9 The Offices at Central World, 20-21Fl., Pathumwan, Bangkok 10330

Date.....
 Attention: The Manager of (Bank)..... Head Office/ Branch.....
 I....., owner of the () saving () current
 Account no. (10 digits)..... account name.....
 Contact Address No. Trok/ Soi..... Road.....
 Sub-District..... District..... Province.....
 Post Code..... Telephone No.....

Request the Bank to debit my aforesaid account and credit the same to the bank account of Maybank Kim Eng Securities (Thailand) Plc. (hereinafter called the “Company”) in accordance with the amount as shown in the diskette/ invoices which the bank receive from the Company for the payment of the debt and/or any obligations due to the Company.

For the said debit to my account as payment of the debt and/ or any obligations to the Company, should it appear later that the amount contained in the diskette/ invoice which the Company notifies the Bank is incorrect and that the Bank has already debited the sum equivalent to the amount stated in the diskette/ invoice from my account, I agree to claim such amount from the Company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that the Bank shall debit only when the fund in my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/ statement of the Bank or invoice/ receipt of the Company.

In case of document of evidence and the account number mentioned above has been changed for whatever reason, this letter of consent shall be valid and enforceable for such account.

I hereby certify that debit to my account hereunder is made in accordance with my request. Should there be any damage or fault incurred to the Bank and/or the Company. I agree to be liable for all actual damages incurred to the Bank or the Company.

The debit to my account shall be immediately valid upon entering into this letter of consent and shall be in full force and effect until my written instruction to revoke this letter of consent is given to the Bank and the Company not less than 30 days in advance.

Signed..... Consenting Party
 (.....)
 (As that given to the Bank)/ Account Owner

**Certified as authenticated signature of the
 Consenting Party**

**Certified correct account and true signature of
 Consenting Party**
 Bank..... Branch.....

Signed.....
 (.....)
 Maybank Kim Eng Securities (Thailand) Plc.

Signed.....
 (.....)
 Authorised Signature

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REQUEST FOR DEBIT TO BANK ACCOUNT

At Maybank Kim Eng Securities (Thailand) Public Company Limited
999/9 The Offices at Central World, 20-21Fl., Pathumwan, Bangkok 10330

Date.....
 Attention: The Manager of (Bank)..... Head Office/ Branch.....
 I....., owner of the () saving () current
 Account no. (10 digits)..... account name.....
 Contact Address No. Trok/ Soi..... Road.....
 Sub-District..... District..... Province.....
 Post Code..... Telephone No.....

Request the Bank to debit my aforesaid account and credit the same to the bank account of Maybank Kim Eng Securities (Thailand) Plc. (hereinafter called the “Company”) in accordance with the amount as shown in the diskette/ invoices which the bank receive from the Company for the payment of the debt and/or any obligations due to the Company.

For the said debit to my account as payment of the debt and/ or any obligations to the Company, should it appear later that the amount contained in the diskette/ invoice which the Company notifies the Bank is incorrect and that the Bank has already debited the sum equivalent to the amount stated in the diskette/ invoice from my account, I agree to claim such amount from the Company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that the Bank shall debit only when the fund in my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/ statement of the Bank or invoice/ receipt of the Company.

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Signed..... Consenting Party
 (.....)
 (As that given to the Bank)/ Account Owner

**Certified as authenticated signature of the
 Consenting Party**

**Certified correct account and true signature of
 Consenting Party**
 Bank..... Branch.....

Signed.....
 (.....)
 Maybank Kim Eng Securities (Thailand) Plc.

Signed.....
 (.....)
 Authorised Signature

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REQUEST FOR DEBIT TO BANK ACCOUNT

At Maybank Kim Eng Securities (Thailand) Public Company Limited
999/9 The Offices at Central World, 20-21Fl., Pathumwan, Bangkok 10330

Date.....
 Attention: The Manager of (Bank)..... Head Office/ Branch.....
 I....., owner of the () saving () current
 Account no. (10 digits)..... account name.....
 Contact Address No. Trok/ Soi..... Road.....
 Sub-District..... District..... Province.....
 Post Code..... Telephone No.....

Request the Bank to debit my aforesaid account and credit the same to the bank account of Maybank Kim Eng Securities (Thailand) Plc. (hereinafter called the “Company”) in accordance with the amount as shown in the diskette/ invoices which the bank receive from the Company for the payment of the debt and/or any obligations due to the Company.

For the said debit to my account as payment of the debt and/ or any obligations to the Company, should it appear later that the amount contained in the diskette/ invoice which the Company notifies the Bank is incorrect and that the Bank has already debited the sum equivalent to the amount stated in the diskette/ invoice from my account, I agree to claim such amount from the Company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the Company. I agree that the Bank shall debit only when the fund in my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/ statement of the Bank or invoice/ receipt of the Company.

In case of document of evidence and the account number mentioned above has been changed for whatever reason, this letter of consent shall be valid and enforceable for such account.

I hereby certify that debit to my account hereunder is made in accordance with my request. Should there be any damage or fault incurred to the Bank and/or the Company. I agree to be liable for all actual damages incurred to the Bank or the Company.

The debit to my account shall be immediately valid upon entering into this letter of consent and shall be in full force and effect until my written instruction to revoke this letter of consent is given to the Bank and the Company not less than 30 days in advance.

Signed..... Consenting Party
 (.....)
 (As that given to the Bank)/ Account Owner

**Certified as authenticated signature of the
 Consenting Party**

**Certified correct account and true signature of
 Consenting Party**
 Bank..... Branch.....

Signed.....
 (.....)
 Maybank Kim Eng Securities (Thailand) Plc.

Signed.....
 (.....)
 Authorised Signature

Please **complete the form** and return it to Maybank Kim Eng Securities (Thailand) Public Company Limited.

Name.....Surname..... E-mail:

Account Code..... Branch.....Marketing Officer

1. Age

- a. Over 55 years (1) b. 45-55 years (2)
 c. 35 – 44 years (3) d. Under 35 years (4)

2. Consider yourself, your financial burden and expenses on a daily basis such as pay off home loan, car, personal expense and alimony as:

- a. more than 75 percent of overall income (1)
 b. between 50 to 75 percent of overall income (2)
 c. between 25 to 50 percent of overall income (3)
 d. less than 25 percent of overall income (4)

3. Your financial status:

- a. Asset less than liability (1)
 b. Asset equal liability (2)
 c. Asset more than liability (3)
 d. confident that money saving or money investment enough for after retirement live. (4)

4. You are experience or understand in: (please check all that apply)

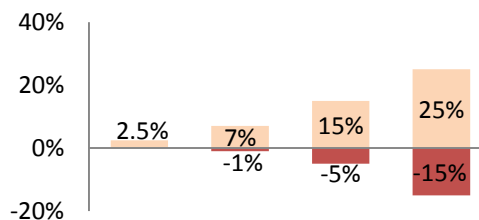
- a. bank saving (1)
 b. government bond or mutual fund (2)
 c. debenture or fix income fund (3)
 d. common stock or others high risk asset (4)

5. The period that you will not need to spend money on this investment:

- a. less than 1 year (1) b. 1-3 years (2)
 c. 3-5 years (3) d. over 5 years (4)

6. Your main objective for investment is:

- a. Loss of principle is totally unacceptable, although there is an opportunity to receive a relatively higher return. (1)
 b. Little loss of principle is acceptable, if the investment provides an opportunity to receive a relatively high return. (2)
 c. Loss of principle is acceptable, if the investment provides an opportunity to receive a high return. (3)
 d. It is desirable to have a high return in long run without any limitations on the investment (4)

7. Consider the picture below, you are willing to invest in the:


- a. Group 1, opportunity on return at 2.5%, no any loss. (1)
 b. Group 2, opportunity on return at 7% but could be lost up to 1% (2)
 c. Group 3, opportunity on return at 15%, but could be lost up to 5% (3)
 d. Group 4, opportunity on return at 25%, but could be lost up to 15% (4)

8. If you consider to invest in the asset that might receive high return, but high risk. You feel:

- a. worry and panic of loss (1)
 b. feel uncomfortable but a little understanding (2)
 c. understand and accept a little level of volatility (3)
 d. careless of high loss opportunity and hope high return (4)

9. You are worry/unacceptable if the value of your investment drop:

- a. 5% or less (1) b. more than 5-10% (2)
 c. more than 10-12% (3) d. more than 12% (4)

10. If you invested THB100,000 last year, this year you found that value of money drop down at THB 85,000, you will:

- a. panic, then sell all the rest of your investment. (1)
 b. uncomfortable, then readjust your investment to low risk asset (2)
 c. endure and wait for the rebound return. (3)
 d. confident, you are understand in long term investment and invest more for average cost of capital. (4)

Derivatives Investment
11. In case of you are successful in derivatives investment, you will get high return. On the other hand, if you are fail, you will loss all your money invested and might add some compensation in your principle. Are you able to accept that?

- a. Yes b. No

Foreign Investment
12. Apart from the risk from the investment, are you able to take the foreign exchange risks?

- a. Yes b. No

Sign Client Date.....

Please read the service agreement before signing behind this page. The signing above indicates that client acknowledged the service agreement already.

For Company's Officer : Signature verification officer..... Date.....

Service Agreement

- Client agrees to provide information to Securities Company’s officer who will use to conduct Suitability Test Assessment Form. Client also acknowledges that this questionnaire is used for the benefit of his investment risk awareness.
- Client’s investment risk level is assessed from information clarified by him. However, this does not represent that the company shall accept the accuracy, completeness or reliability of such information provided by client and the assessment result.
- After company’s officer finishes his client’s investment risk level assessment (Suitability Test Assessment Form) and informs the assessment result to his client, the company shall assume that client has already realized his investment risk assessment result (which is evaluated from information provided by client) at a certain level.
- Client should study relevant investment information, investment and risk warning as well as requests for investment advice from investor contactor who can provide investment recommendation to client carefully. In addition, client should study his investment risk assessment result in order to support his decision making to invest in securities, futures, financial instrument or other types of investment suitable to client. Information relevant to investment or other financial instruments received from securities company’s representatives (if any) is only a partial factor to decide on investment by client.
- Decision making on investment depends on client’s own decision which shall not bind with investment assessment result and may not follow investment risk level assessment under this assessment. Client also agrees to bear risk arising from investment. In case that client decides to invest in higher risk level than the investment risk level assessment, the company hereby agrees to assume that client agrees to bear all risk arising from such investment himself. Besides, client accepts that his investment may not be in accordance with the assessment result, not the same as his suitability test assessment and may change from the assessment result.
- Securities Company, management officer, employee, and company’s officer shall not take any liability, obligation or be in charge of any damages arising from the investment by client.
- The company reserves its right to amend, edit or change suitability test form in order to assess client’s investment risk level and any relevant information without prior notice.

Suitability form, any related action and information are available for investors in Thailand only. Client has to read and understand the above warning, relevant information and agrees to abide by such warning and relevant obligation.

Result Total scores of item 1 – 10

Points

Part II: Investor’s Analysis result.

Score	Level	Types of Investors
Below 15	1	Conservative
15-21	2	Medium-to-moderate low risk
22-29	3	Medium to moderate high risk
30-36	4	High risk
Over 37	5	Aggressive

Part III: Sample of recommendation, Basic Asset Allocation

Type of Investors	% of investment				
	Bank saving and short term fixed income fund	Long term Equity Fund	Corporate Bond	Equity instrument	Optional*
Low risk	>60%		<20%	<10%	<5%
Medium-to-moderate low risk	<20%	<70%		<20%	<10%
Medium to moderate high risk	<10%	<60%		<30%	<10%
High risk	<10%	<40%		<40%	<20%
Very high risk	<5%	<30%		>60%	<30%

*Including commodities and future contract

Total Scores	Types of Investors	Investment Risk Tolerance and Suitable Type of Financial Instruments
Scores Below 15	<p>Conservative Investor</p> <p>This type of investor has small tolerance for investment risk. You require an investment return slightly higher than bank deposit rates and aim to invest over the short term.</p>	<p>You are suitable to invest in;</p> <ul style="list-style-type: none"> ● Debt instruments. ● Equity instruments (small portion).
Scores 15 – 21	<p>Medium-to-moderate-low-risk investor</p> <p>This type of investor has rather small investment risk tolerance. You emphasized on capital protection and aim for regular income generated from investment.</p>	<p>You are suitable to invest in;</p> <ul style="list-style-type: none"> ● Debt instruments. ● Equity instruments (partial portion).
Scores 22 – 29	<p>Medium-to-moderate-high-risk investor</p> <p>This type of investor is able to accept investment loss occasionally.</p>	<p>You are suitable to invest in;</p> <ul style="list-style-type: none"> ● Debt instruments. ● Equity instruments (moderate portion).
Scores 30 – 36	<p>High-risk investor</p> <p>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 to grow over the long term.</p>	<p>You are suitable to invest in;</p> <ul style="list-style-type: none"> ● Debt instruments. ● Equity instruments (a quite a large portion). ● Derivatives (partial portion).
Scores Over 37	<p>Aggressive investor</p> <p>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.</p>	<p>You are suitable to invest in;</p> <ul style="list-style-type: none"> ● Debt instruments. ● Equity instruments. ● Derivatives (partial portion).

แบบฟอร์ม FATCA สำหรับลูกค้าใหม่ประเภทบุคคลธรรมดา
New Customer FATCA Form for Individual

ชื่อผู้เปิดบัญชี/ Applicant Name:

นาย/ Mr. นาง/ Mrs. นางสาว/ Ms. อื่นๆ โปรดระบุ/ Other please specify.....
ชื่อ/ Name..... นามสกุล/ Surname.....

เอกสารการแสดงผล/ Identification Document:

หมายเลขบัตรประชาชน/ ID Card No.
 หมายเลขหนังสือเดินทาง/ Passport No.

สัญชาติ/ Nationality:

ไทย/ Thai อเมริกัน/ USA
 อื่นๆ โปรดระบุ/ Other please specify.....

โปรดเลือกคำตอบที่เหมาะสมและตรงกับท่านที่สุด/ Please check the appropriate boxes for your information;

สิ่งบ่งชี้ความเป็นชาวสหรัฐฯ/ U.S. Indicia Status	ใช่/ไม่ใช่ Yes/No	หากคำตอบเป็น “ใช่” โปรดดำเนินการ ดังนี้/ Action required if “Yes” (FATCA Documentation Checklist)
<p>1. ท่านมีสัญชาติอเมริกันใช่หรือไม่/ Are you a U.S. citizen?</p> <p>โปรดตอบ “ใช่” หากท่านเป็นพลเมืองประเทศสหรัฐฯ แม้ว่าท่านจะพำนักอยู่นอกประเทศสหรัฐฯ/ You must answer “Yes” if you are a U.S. citizen even though you reside outside of the U.S.</p> <p>โปรดตอบ “ใช่” หากท่านมีหลายสัญชาติ โดยหนึ่งในนั้นรวมสัญชาติอเมริกันด้วย/ You must answer “Yes” if you hold multiple citizenships, one of which is U.S. citizenship.</p>	<p><input type="checkbox"/> ใช่/ Yes <input type="checkbox"/> ไม่ใช่/ No</p>	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, <u>or</u></p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”*/ Appropriate documentation*</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>2. ท่านถือ Green Card หรือไม่/ Are you a U.S. Green Card Holder?</p> <p>โปรดตอบ “ใช่” หากท่านครอบครองบัตรประจำตัวที่รัฐบาลอเมริกันออกให้โดยอนุญาตให้เข้ามาอยู่อาศัย รวมถึงทำงานอย่างถาวรในประเทศสหรัฐฯ และสามารถเข้าออกประเทศสหรัฐฯ ได้โดยไม่ต้องขอวีซ่า ซึ่งออกโดยสำนักงานตรวจคนเข้าเมืองและสัญชาติอเมริกัน (U.S. Citizenship and Immigration Service (USCIS))/ You must answer “Yes” if you are in possession of a U.S. alien registration card as a lawful permanent resident issued by the U.S. Citizenship and Immigration Service (USCIS).</p> <p>โปรดตอบ “ใช่” แม้ว่า Green Card ของท่านจะหมดอายุแล้ว/ You must answer “Yes” irrespective of your Green Card’s expiration date.</p>	<p><input type="checkbox"/> ใช่/ Yes <input type="checkbox"/> ไม่ใช่/ No</p>	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, <u>or</u></p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”*/ Appropriate documentation*</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>

ลูกค้าลงนาม(Client’s Sign) _____

<p>3. ท่านเป็นคนที่มีถิ่นฐานอยู่ในประเทศสหรัฐฯฯ ซึ่งมีหน้าที่ในการจ่ายภาษีหรือไม่/ Are you a U.S. resident for U.S. tax purposes?</p> <p>ท่านเข้าเงื่อนไขเป็นคนที่มีถิ่นฐานอยู่ในประเทศสหรัฐฯฯ หากภายในหนึ่งปีที่ผ่านมา ท่านเคยอาศัยอยู่ในประเทศสหรัฐฯฯ อย่างน้อย 183 วัน ทั้งนี้ ท่านสามารถตรวจสอบ “Substantial Physical Presence Test” เพื่อทดสอบว่าท่านเข้าเงื่อนไขดังกล่าวหรือไม่ได้ที่เวปไซต์ IRS http://www.irs.gov/fatca / You may be considered a U.S. resident if you meet the “Substantial Physical Presence Test”. You will meet this test if, for instances, during the current year, you were present in the U.S. for at least 183 days. For more details, please refer to the information on the IRS’ website http://www.irs.gov/fatca.</p> <p>หากท่านตอบ “ใช่” โปรดระบุหมายเลขประจำตัวผู้เสียภาษีอากรของประเทศสหรัฐฯฯ/ If the answer is “Yes” please specify U.S. Tax ID number.....</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”*/ Appropriate documentation*</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>4. ท่านเกิดในประเทศสหรัฐฯฯ (หรือเป็นอาณาเขตการปกครองของประเทศสหรัฐฯฯ) หรือไม่/ Were you born in the U.S. (or a U.S. territory)?</p> <p>หากท่านตอบ “ไม่ใช่” โปรดระบุประเทศที่เกิด/ If the answer is “No” please specify</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> หนังสือสำคัญการสูญเสียสัญชาติ หรือ/ Certificate of Loss of Nationality, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* และ เอกสาร W-8 BEN form/ Appropriate documentation* and Form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>5. ท่านมีคำสั่งหลักให้โอนเงินในบัญชีไปยังบัญชีที่อยู่ในประเทศสหรัฐฯฯ หรือไม่/ Do you have standing instructions to transfer funds to a U.S. account?</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* และ เอกสาร W-8 BEN form/ Appropriate documentation* and Form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>6. ท่านระบุผู้มีอำนาจในการกระทำการแทน (Power of Attorney) หรือบุคคลผู้มีอำนาจในการลงนามในเอกสารซึ่งเป็นบุคคลที่มีที่อยู่ในประเทศสหรัฐฯฯ หรือไม่/ Do you have a power of attorney or signatory authority granted to person with U.S. address?</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* หรือ เอกสาร W-8 BEN form/ Appropriate documentation* or form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>

ลูกค้าลงนาม(Client's Sign) _____

<p>7. ท่านมีที่อยู่ Hold Mail หรือ Care of Address ในประเทศสหรัฐฯ <u>อย่างเดียว</u> หรือไม่มี/ Do you have hold mail or care of address as the sole address</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* หรือ เอกสาร W-8 BEN form/ Appropriate documentation* <u>or</u> form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>8. ท่านมีหมายเลขโทรศัพท์ที่ใช้ติดต่อในประเทศสหรัฐฯ <u>ที่เดียว</u>หรือไม่/ Do you have <u>only</u> a U.S. telephone number?</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* <u>และ</u> เอกสาร W-8 BEN form/ Appropriate documentation* <u>and</u> Form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>9. ท่านมีเบอร์โทรศัพท์ที่ใช้ติดต่อทั้งในประเทศสหรัฐฯ <u>และ</u>นอกประเทศสหรัฐฯ หรือไม่มี/ Do you have a U.S. telephone number <u>and</u> a non U.S. telephone number?</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* หรือ เอกสาร W-8 BEN form/ Appropriate documentation* <u>or</u> form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>
<p>10. ท่านมีถิ่นที่อยู่ถาวรหรือที่อยู่ที่ต้องการให้ติดต่อทางไปรษณีย์ในประเทศสหรัฐฯ (รวม P.O. Box) หรือไม่มี/ Do you have U.S. residence address or U.S. mailing address (including a U.S. post office box)</p>	<input type="checkbox"/> ใช่/ Yes	<input type="checkbox"/> ไม่ใช่/ No	<p>ต้องขอเอกสารอย่างใดอย่างหนึ่งต่อไปนี้/ To obtain either :</p> <p><input type="checkbox"/> เอกสาร W-9 form หรือ/ Form W-9, or</p> <p><input type="checkbox"/> “เอกสารที่เกี่ยวข้อง”* <u>และ</u> เอกสาร W-8 BEN form/ Appropriate documentation* <u>and</u> Form W-8BEN</p> <p><input type="checkbox"/> ไม่มีเอกสารให้เนื่องจาก/ Not provide because.....</p>

- หากคำถามด้านบนระบุคำตอบเป็น “ไม่ใช่” ทั้งหมด เอกสารที่เกี่ยวข้องด้านล่างยังคงขอจากลูกค้าเพื่อความชัดเจน/ Where all questions above are answered as no, “appropriate documentation” as below should still be obtained.
- *“เอกสารที่เกี่ยวข้อง” หมายถึง เอกสารที่บ่งบอกสถานะของลูกค้าเป็นชาวต่างชาติที่ไม่ใช่ชาวสหรัฐฯ โดยเอกสารดังกล่าวจะต้องมีหลักฐานที่อยู่ถาวรนอกประเทศสหรัฐฯ และต้องมีชื่อใดข้อหนึ่งต่อไปนี้/ *“Appropriate documentation” refers to documentation to establish the person(s)’ foreign status. The documentation must contain a permanent residence address outside of the U.S., and must be one of the following documents:
 - (i) หนังสือรับรองการมีถิ่นที่อยู่เพื่อการรับผูกขาด (ออกโดยกรมสรรพากร)/ Certificate of residence (issued by tax officials)
 - (ii) เอกสารยืนยันตัวตนออกโดยรัฐบาล (เช่น บัตรประจำตัวประชาชน)/ Government identification document (such as Identification Card)

ลูกค้าลงนาม(Client's Sign) _____

- หากที่อยู่ถาวรในเอกสารที่เกี่ยวข้องไม่ตรงกับที่อยู่ที่ระบุในเอกสารนี้ ท่านต้องมั่นใจว่าเอกสารที่เกี่ยวข้องระบุประเทศที่ผู้เปิดบัญชีเป็นพลเมืองหรืออาศัยอยู่ด้วย/ If the permanent address listed on the “appropriate documentation” obtained differs from the address provided in the application form, ensure that the “appropriate documentation” indicates the country in which the account holder(s) is a citizen or resident.
- ในกรณีที่ไม่สามารถขอเอกสารที่เหมาะสมได้จากผู้เปิดบัญชี ท่านต้องให้ผู้เปิดบัญชีกรอกเอกสาร W-8 BEN form ด้วย/ In the absence of such documentation, relationship manager should obtain form W-8 BEN from account holder(s).
- เอกสาร W-8 BEN form ต้องไม่ระบุถึงที่อยู่ถาวรเป็นประเทศสหรัฐฯ เพื่อสรุปว่าผู้เปิดบัญชีไม่เป็นชาวสหรัฐฯ/ W-8BEN form should not contain a permanent residence address in the U.S. to conclude a customer’s status as “Non U.S.”

การเปลี่ยนสถานะการไม่เป็นชาวสหรัฐฯ/ Change of Non-U.S. Person Status

1. ท่านยืนยันว่าข้อมูลเบื้องต้นถูกต้องครบถ้วน/ You confirm that the above information is true, correct, accurate and complete.
2. ในกรณีที่ท่านมีสถานะไม่เป็นชาวสหรัฐฯ ท่านตกลงที่จะแจ้งต่อบริษัทหลักทรัพย์เมย์แบงก์ กิมเอ็ง (ประเทศไทย) จำกัด (“บริษัท”) ในทันทีหากสถานะของท่านเปลี่ยนแปลงภายใต้กฎหมายเกี่ยวกับภาษีของประเทศสหรัฐฯ/ In case that you are a Non-U.S. Person, you agree to promptly notify Maybank Kim Eng Securities (Thailand) PLC. Should there be any change in your status as a Non-U.S. Person under U.S. tax law.
3. ท่านยอมรับและเห็นด้วยว่าไม่ว่ากรณีใดๆ หากท่านไม่แจ้งให้บริษัททราบถึงการเปลี่ยนแปลงในสถานะการไม่เป็นชาวสหรัฐฯ ของท่านในทันที บริษัทมีสิทธิยุติการมีบัญชีกับท่านโดยไม่ต้องแจ้งให้ท่านทราบแต่อย่างใด/ You acknowledge and agree that failure to promptly notify Maybank Kim Eng Securities (Thailand) PLC. of any change in your status as a Non-U.S. Person, or provision of any wrong information as to your status as a Non-U.S. Person shall entitle Maybank Kim Eng Securities (Thailand) PLC. to terminate, at its sole discretion, the entire any relationship with you.

การอนุญาตให้เปิดเผยข้อมูลและหักภาษี/ Authorization for information disclosure and account withholding

ตามขอบเขตอำนาจของกฎหมายรวมถึงข้อตกลงระหว่างบริษัทและหน่วยงานทางการทั้งภายในและนอกประเทศเกี่ยวกับภาษี ท่านยินยอมให้บริษัท/ To the extent required by applicable laws and any agreements between Maybank Kim Eng Securities (Thailand) PLC. and domestic and/or foreign tax authorities, you authorize Maybank Kim Eng Securities (Thailand) PLC. to:

1. เปิดเผยให้หน่วยงานทางการทั้งภายในและนอกประเทศ ซึ่งรวมถึงกรมสรรพากรสหรัฐฯ (IRS) ทราบถึงข้อมูล เช่น ผู้รับผลประโยชน์ รายงานบัญชี จำนวนเงินและสินทรัพย์ที่มีกับบริษัท จำนวนกำไรและรายได้ และข้อมูลอื่นๆ ที่เกี่ยวข้องกับการเงิน/ การบัญชี ซึ่งถูกร้องขอให้เปิดเผยโดยหน่วยงานทางการ และ/ disclose to the domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS) your information, beneficial ownership information, account statements, the amount of money and all assets held with Maybank Kim Eng Securities (Thailand) PLC., the amount of revenue and income and any other information regarding the banking/business relationship which may be requested or required by the domestic and/or foreign tax authorities, including the IRS; and
2. หักเงินจากบัญชีของท่านเพื่อประโยชน์ทางภาษี ซึ่งถูกร้องขอโดยหน่วยงานทางการทั้งภายในและนอกประเทศ ซึ่งรวมถึงกรมสรรพากรสหรัฐฯ (IRS) ตามที่บริษัทมีสัญญาาระหว่างหน่วยงานราชการดังกล่าว/ withhold from the your account in the amount as required by the domestic and/or overseas tax authorities, including the IRS, pursuant to the laws, regulations, including any agreements between Maybank Kim Eng Securities (Thailand) PLC. and such tax authorities.

ลายเซ็นผู้เปิดบัญชี/ Signature of Applicant:	วันที่/ Date:
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สำหรับบริษัทใช้/ For Office Use

หมวด A/ Section A

การประเมินลูกค้าตามประเภทของ FATCA: ลูกค้าเป็น/ ICs assessment of customer(s)' FATCA classification: Customer is:

- ชาวสหรัฐฯ/ U.S. (กรณีลูกค้าตอบใช่ ในข้อ 1- 4)
- ไม่เป็นชาวสหรัฐฯ/ Non U.S. (กรณีลูกค้าตอบใช่ ในข้อ 4 – 10 โดยลูกค้ามีการแสดงเอกสารการสละสัญชาติในข้อ 4)
- ลูกค้าที่ไม่ให้ความร่วมมือแต่มีสิ่งบ่งชี้ความเป็นชาวสหรัฐฯ/ Recalcitrant customer with U.S. indicia (กรณีลูกค้าตอบใช่ ในข้อ 5-10 โดยไม่ให้เอกสารเพิ่มเติม)
- ลูกค้าที่ไม่ให้ความร่วมมือและไม่มีสิ่งบ่งชี้ความเป็นชาวสหรัฐฯ/ Recalcitrant customer without U.S. indicia
- ลูกค้าที่ไม่ให้ความร่วมมือโดยเป็นชาวสหรัฐฯ/ Recalcitrant customer that is U.S. person (กรณีลูกค้าตอบใช่ ในข้อ 1- 4 โดยไม่ให้เอกสารเพิ่มเติม)
- ลูกค้าที่ไม่ให้ความร่วมมือเนื่องจากบัญชีไม่เคลื่อนไหวระยะหนึ่ง (1 ปี)/ Recalcitrant customer that is dormant account

หมวด B/ Section B

การยืนยันและยอมรับ/ Declaration and acknowledgement

ข้าพเจ้ายืนยันว่าข้าพเจ้าได้ทำการตรวจสอบและขอข้อมูลที่จำเป็นของลูกค้าผู้เปิดบัญชีด้านบนตาม checklist แล้ว และขอยืนยันว่าข้อมูลและเอกสารต่างๆ ถูกต้อง ครบถ้วนและเป็นปัจจุบันที่สุด/ I declare that: the required account opening checks have been performed for the customer(s) listed above; and that the information provided is true, correct and updated.

Maybank Kim Eng employee name and employee ID:

Maybank Kim Eng employee signature:

Date:

ยืนยันความถูกต้องโดย/ Verified by

Branch Manager Name and ID / Team Head and ID:

Maybank Kim Eng employee signature:

Date:

Acknowledgement of the Company's Services

I, Mr. / Mrs. / Miss _____ (“Investor”) owner of the securities trading account and/ or the TFEX (“Account”) at Maybank Kim Eng Securities (Thailand) Public Company Limited (the “Company”) hereby acknowledge and agree on the Company’s scope of services and practices of the Company’s analyst and investment consultant the (“IC”) as follows:

1. I acknowledge that the Company provides the services of securities trading brokerage and derivatives trading agent, being the intermediary to provide investment advice and deliver the securities and derivative contracts trading orders according to the Investor’s instructions only. Any trading decision or decision for any transaction rendered in my account must be made by myself only.
2. I acknowledge that, pursuant to the Company’s policy and procedure, the Company’s IC shall not:
 - Use the Investor’s securities trading or derivative trading account for his/her own benefit or for the benefit of other person, either with or without acknowledgement or consent of the account owner; or
 - Render any decision for trading of securities or derivatives contracts for the benefit of the Investor without any order or instructions of the Investor, either with or without acknowledgement or consent of the Investor, no matter the IC receive any benefit from the said act or not.

The said policy of the Company is in line with the Operational Guideline of the Analyst and IC as announced in the “Notification of the Capital Market Supervisory Board No. TorLorThor. 3/2012 re: Approval of Business Operators Personnel to Perform Investment Analysis and Investment Advisory, dated 18 January 2012 and/or any other announcements on the said issue as the Capital Market Supervisory Board, the Office of Securities Exchange Commission (the “SEC”), or other relevant regulators may further revise or announce.

3. I acknowledge that in case I assign the IC to make a decision for trading of securities or derivatives contract or allow the IC to use my account for securities or derivatives contract trading either for the benefit of IC himself or others, the Company will deem that I support the IC to violate the Company’s operational policy and relevant regulations of the Capital Market Supervisory Board and the SEC. In such case, I have no right to claim for any responsibilities from the Company and it would be deemed that I take part in the acts that put the Company at risk to get punished by the regulators.
4. I acknowledge that the Company will send me the information or confirmation documents for any trading or any transactions rendered in my securities or derivatives trading account to my contact channel earlier provided by me to the Company. I shall verify those transactional documents for my own benefit as the Investor.

<p>I have read and acknowledged the above statements.</p> <p>Investor</p> <p>(_____) Date _____</p>	<p>I confirm that the Investor has been informed of the above statements.</p> <p>Investment Consultant</p> <p>(_____) Date _____</p>	<p>Witness/ MBKET’s officer</p> <p>(_____) Date _____</p>
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