Date	Account Nofollowing data is for your consideration		
Type of Account	ionowing data is for your consideration.		
Equity Derivatives Cash Cash Balance Credit Balance	SBL Cash Credit Balance		
Trading Channel			
via Equity Wealth Manager via Internet (Internet Trading) Username E-Mail			
1. Personal Data Fill in (A) for Individual client Fill in (B)	for Corporate/ Institutional client		
(A) Individual Client			
Mr. Mrs. Other			
Name and Surname (English)(Thai)			
Nationality Date of Birth /	/ Age		
Personal ID Card Passport	Other		
Card No.	Expiry Date		
Current Address No Building / Village			
Road			
	hone		
Fax E-Mail			
Occupation / Nature of Business	Carraman and Office an		
Employee State Enterprise Officer Doctor / Nurse	Government Officer Lecturer / Professor		
Policeman / Soilder Student	Other		
_			
Office Name	Position		
Education	Degree Master Degree or higher		
Spouse Name (if any)	No. of Children (If any)		
Office Name	Position Mobile Phone		
Authorized Person No Yes Contact Person in case of Emergency	'		
Address	-		

(B) Corporate / Institutional Client				
Company Name	(English)			
	(Thai)			
Type of Business		Comp	any No	
Country of Incorpora	tion	Date of	of Incorporation	on
Registered Capital	Paid	Registered Capital		Tax ID Card No
Company Address	No	Building		Soi
Company Address		-		
				Postal Code
Tel				
Overte diam Name (If a				
Custodian Name (If a Authorized person fo	• ,			
Authorized person to	r Account Opening			
Authorized person fo	`			
Name / Surname		osiiton in Company		Signature
1				
3				
J				
2. Investment Inform	mation			
Purpose	Long Term	Short Term / Spe	eculation	Risk Protection
Investment Experien	ce			
Equity		Ye	ears	Never invest
Derivatives		Ye	ears	Never invest
Mutual Funds		Ye	ears	Never invest
Investment Knowledg	<u></u>	. — .	<u> </u>	
Equity	Excelle		=	Little / No
Derivatives	Excelle	nt Good	Fair	Little / No
Account Type	Cash	Credit	Balance	Internet Trading
Current Broker	1			Credit LineTHB
	2			Credit LineTHB
3. Financial Informa	ation			
		TUD		
Monthly Salary Other Income		THB THB	Course	f Income
			Source o	i income
Spouse's Monthly Salary				
Spouse's Other Income				
(For Corporate Client)				
Yearly IncomeTHB Net Profitfor (latest year)				
Source of other income (if any)				
Asset (Deposit / Mutual Fund / Equity)				
% Expense to Monthly Income				
KASIKORNBANKGR			 .	□ o::
Deposit	Credit Card	Mutual Fund	Loan	Others

4. Bank Account Detail for Settlement
ATS Bank Account for Settlement Kasikornbank Other bank Branch Type of Account Account No
Bank Account for Interest / Dividend same as ATS Bank Account Other account
Bank Branch
Type of Account
5. K-Stock 2 Fund Service (Automatic Stock Settlement via K-Treasury (Money Market Fund))
wish to apply for service already have K-Treasury account No K-Treasury account
6. Mailing Address
Current address (as mentioned above) Other address No
7. Additional Service : Settlement and News Update
7.1 Settlement Alert Service via SMS no
8. Self-Identification Data
Ultimate beneficial owner of the transaction Ultimate controlling person of the transaction Engagement in Politics / Political Title Spouse's Engagement in Politics / Political Title No Yes No Yes Yes
List of Shareholder with 30 % holding 1
Within past 3 years, my spouse and I never violate Money Laundering Acts If you ever violate Money Laundering Acts, please specify
I have clearly read all contexts and details and been contacted by the Kasikorn Securities officer. I certify that the information stated herein is true and correct. I fully understand and know all laws, ordinances, rules, notifications, and regulations of the Securities and Exchange Commission, the Stock Exchange of Thailand, the Thailand Futures Exchange pcl, the Thailand Clearing House Co., Ltd, the Thailand Securities Depository Co., Ltd, the relevant agencies, and the Company in relation to the Securities and the Stock Exchange I shall strictly comply with the foregoing, and I agree to allow the Company to audit and reveal my relevant information to the committee of the Securities and Exchange Commission, the Stock Exchange of Thailand, the Thailand Futures Exchange pcl, the Thailand Clearing House Co., Ltd and relevant agencies.
×
Signature Applicant





APPOINTING BROKER FOR DERIVATIVES TRADING AGREEMENT

		N SECURITIES PUBLIC COMPANY LIMITED, with headquarter situated at
	•	Road, Samsen-nai Sub-district, Phyathai District, Bangkok (hereinafter referred
to	as the "Company") on the one part; and	d residing at
(he	reinafter referred to as the "Customer") on the	ne other part.
Wh	ereas the Customer is desirous of appointing	g the Company as agent for derivatives trading.
Bot	h parties hereby agree as follows:	
1.	<u>DEFINITIONS</u>	
1.1	In this Agreement:	
	"Commodity"	shall mean commodity under the Derivatives Contract Act B.E. 2546 as amended from time to time
	"Variables"	shall mean variables under the Derivatives Contract Act B.E. 2546 as amended from time to time
	"Derivatives Contract"	shall mean a contract which contains one or more characters pursuant to the Derivatives Act B.E. 2546 as amended from time to time
	"Agent for Derivatives Contract"	shall mean a person who has been granted a license to undertake business of agent for derivatives trading in derivates exchange and to provide services to general public that he is ready to act as agent for derivates trading with other persons
	"Purchase Order"	shall mean an offer to purchase derivatives contract pursuant to the terms and conditions of derivatives trading prescribed by the Company or under Relevant Rules and Regulations.
	"Sale Order"	shall mean an offer to sell derivatives contract pursuant to the terms and conditions of derivatives trading prescribed by the Company or under Relevant Rules and Regulations
	"Trading"	shall mean Purchase Order or Sale Order which has been confirmed by the Derivates Exchange and created under Relevant Rules and Regulations





"Margin" shall mean any assets as prescribed by the Company and required of the

Customer as collateral for performance of obligations under derivatives

contract and under this Agreement

"Initial Margin" shall mean minimum volume of assets required of the Customer to be

provided in any offer to purchase or to sell of derivatives contract upon new

creation at a rate or value as prescribed by the Company or under Relevant

Rules and Regulations

"Maintenance Margin" shall mean minimum assets required of the Customer to maintain throughout

the position period of derivatives contract, for performance of derivatives

trading at a rate or value as prescribed by the Company or under Relevant

Rules and Regulations

"Additional Margin" shall mean assets other than Initial Margin and Maintenance Margin required

of the Customer to provide with the Company for additional derivates trading

at a rate or value as prescribed by the Company or under Relevant Rules

and Regulations

"Customer" shall mean a person who has signed in an application for opening an

account for derivatives trading with the Company and shall include his agent

or person authorized by the Customer to sign or make orders on behalf of

the Customer, or to take actions under this Agreement (such as receipt or

delivery of documents)

"Penalty" shall mean a penalty at a rate of [.......] per annum which may be amended

and prescribed by the Company from time to time and under Relevant Rules

and Regulations

"Market Value" shall mean value of derivatives contract position computed from market

value of each type of derivatives contract as prescribed by the Derivates

Exchange under Relevant Rules and Regulations

"Customer's Assets" shall mean cash and assets given by the Customer to the Company for

performance of obligations of the Customer or for collateral under this

Agreement including any other benefits arising from such assets

"Relevant Rules and Regulations" shall mean the Derivatives Contract Act B.E. 2546 as to be amended from

time to time, rules regulations, notifications or orders issued by the Securities





and Exchange Commission (SEC) or Office of SEC or Derivatives Exchange, or the Clearing House including laws, rules and regulations governing Derivatives Contract, Commodity or Variables as to be amended, and any Corporate Action which shall affect corporate value

"Fees" shall mean fees for providing agent services under this Agreement at rates

as prescribed by the Company including taxes, stamp duty and other

expenses in relation to derivatives trading

"Trading Limit" shall mean maximum limit for the Customer for derivatives trading at a given

time as approved by the Company and under computation method

prescribed by the Company

"Maximum Derivatives Position" shall mean maximum position for derivatives trading for each type or all

types permissible at a given time as approved by the Company and under

computation method prescribed by the Company under Relevant Rules and

Regulations

"Business Day" shall mean the days of normal operation by TFEX and TCH

"Related Persons" shall mean persons under notifications of SEC as to be amended from time

to time

"Beneficiary from Customer's Trading" shall mean persons as prescribed by SEC as amended from time to time

such as beneficiary or co-beneficiary, or those having control trading or

giving financial support, either directly or indirectly etc.

"Username & Password" shall mean personal code of the Customer as prescribed by the Company

for the purpose of derivatives trading via internet or any other methods

under this Agreement

"Pararell Party" shall mean agent for derivatives trading as agreed with the Company in

respect of transfer of Purchase or Sale Orders in the event of force majeure,

emergency or computer malfunction of the Company

"Derivatives Exchange" shall mean Thailand Futures Exchange Public Company Limited (TFEX)

"Clearing House" shall mean Thailand Clearing House Company Limited (TCH)

"SEC" shall mean Securities and Exchange Commission





"Office of SEC"

shall mean office of Securities and Exchange Commission

1.2 Unless otherwise specified herein, the terms as defined under the Derivatives Contract Act B.E. 2546 as amended from time to time shall apply to this Agreement.

2. OPENING AN ACCOUNT

- 2.1 The Customer agrees to open an account with the Company for derivatives trading and to make Purchase Orders or Sale Orders via the Company, and the Company agrees that an account be opened for derivatives trading at rates not exceeding Maximum Derivatives Position whereby the Customer agrees to the terms and conditions of this Agreement or any other regulations stipulated by the Company as well as Relevant Rules and Regulations. The Customer has been clearly notified of risks and duties which may arise in connection with derivatives trading under Disclosure Statement for Futures and Options Trading.
- 2.2 The Customer hereby appoints and authorizes the Company as agent for derivatives trading whereupon the Company shall be authorized to take any actions in relation to derivatives trading on behalf of the Customer, to do acts and things as necessary and relevant to derivatives trading, to exercise, refuse to exercise right, or take any actions if the Customer may be forced to exercise the right under derivatives trading, etc. The Company shall also be authorized to appoint sub-agent or authorize any persons to take any actions for which this Agreement shall constitute the power of attorney; the Company hereby accepts such an appointment and authorization. The Customer agrees not to revoke the terms and conditions under this Agreement or authorization given by the Customer to the Company, either in whole or in part, unless the Customer shall have settled all outstanding debts in relation to this Agreement or any other outstanding debts in full.

Authorization under the preceding paragraph shall include authorization for the Company to take in custody, transfer, receive transfer, deliver, review, amend and take delivery of derivatives contracts, receive fruits or any other benefits arising from derivatives trading for the Customer. Further, the Company may exercise discretion to exercise rights in derivatives contracts for the Customer under the Customer's rights which shall cause obligations on the part of the Customer under this Agreement, where the Company considers beneficial for the Customer. The Company shall be authorized to pay fees and other expenses in relation to derivatives trading, demand or receive of payment withhold and remit taxes, sign on any documents or instruments as the Company is taking actions as attorney of the Customer.

The Customer shall agree to all actions taken for and on behalf of the Customer as if taken by the Customer and the Customer shall neither deny the responsibilities nor dispute or object for any cause whatsoever. Further, the Customer hereby allows the Company to apply proceeds from sale of derivatives contracts or fruits thereof to settle the Customer's debts or pledge or provide as collateral of the derivatives contracts purchased on behalf of the Customer, where the company deems appropriate. The Customer also consents the Company to deliver derivatives contract so purchased or possessed on behalf of the Customer to provide as collateral or to pledge or notify of pledge to secure performance of





all the Customer's debts owed to the Company or other persons in the case where the Company has made advance for derivatives trading on the Customer's behalf and also allows the Company to do juristic acts in the name of the Company as well as to act as agent of the other party for any transaction made with the Customer.

- 2.3 The Customer agrees to pay the Company all Fees under this Agreement as well as other expenses such as settlement fees by banks etc for derivatives trading within a period of time and at rates as prescribed by the Company or under Relevant Rules and Regulations. In the event of payment by cheque of the Fees and expenses hereunder, the Customer shall be deemed to have made payment on the date the Company successfully collect the money provided further that the Customer shall pay Fees at rates subsequently amended by the Company in all respects.
- 2.4 Application for Opening An Account for Derivatives and other documents in relation to derivatives trading as prescribed by the Company including all documents duly signed by the Customer and given to the Company shall form an integral part of this Agreement.
- 2.5 The Customer warrants that any data declared to the Company is true and correct in all respects. Any incorrectness as might be expected by the Company to affect the terms and conditions hereunder may entitle the Company to take actions as specified under Clause 6 and the Customer shall be considered having defaulted the Agreement.
- 2.6 In the event the Customer is in default or in breach of any terms and conditions which are not material, the Company may give waiver for Customer to perform obligations or comply with the Agreement within a period of time or under any conditions as notified by the Company in writing provided such waiver shall only be for that occasion and not operate as a waiver on the part of the Company. The Company still is entitled to any claim against the Customer for breach or default in all respects, and the Customer agrees the Company shall exercise its discretion to determine as to whether such breach of any terms and conditions are material.
- 2.7 In the event the Customer is in default of payment or breach of any terms and conditions hereunder, or fails to make payment, Fees or any expenses which have become due or for which the Company has demanded for payment, the Customer shall indemnify all sums and damages including expenses for collection, enforcement, lawyer's fee as well as Penalty as from due date until full settlement.
- 2.8 In the event of default by the Customer, the Customer shall, in addition to foreclosure as specifically prescribed hereunder, agree that the Company may foreclose other collaterals deposited by the Customer and/or under custody of the Company and/or with TSD in the name of the Customer, either in whole or in part as the Company may exercise discretion for the purpose of settlement wherein other collaterals shall include shares, debentures, investment units, derivatives contracts or any other collaterals for which the Company shall notify the Customer in advance.

3. TRADING, TRADING LIMIT AND MAXIMUM DERIVATIVES POSITION

3.1 In derivatives trading hereunder, the Customer hereby agrees to provide or arrange to be provided the Customer's assets having value or at a rate as prescribed by the Company, as Margin prior to derivates trading in each deal. The





Customer hereby acknowledges and accepts that the Company may allow the Customer to purchase or sell derivatives contracts without any Margin provided however the Company may exercise its discretion under the terms and conditions and Relevant Rules and Regulations.

For the purpose of Trading Limit and Maximum Derivatives Position of the Customer hereunder, the Company may consider combining accounts of the Customer, Related Persons and beneficiaries from derivatives trading opened with the Company in computation of Maximum Derivatives Position provided however the Company may increase or decrease Trading Limit or Maximum Derivatives Position without any consent from the Customer and that the Company may not, and the Customer agrees, proceed with derivatives trading beyond Trading Limit or Maximum Derivatives Position; and the Customer shall not dispute or claim for any damages of whatsoever nature from the Company.

3.2 In giving Purchase or Sale Orders of derivatives trading hereunder, the Customer has familiarized himself as to types of orders and conditions as prescribed by TFEX and the Company provided the Customer may give orders verbally, in writing, by electronic means or any other methods as permitted by laws or customs generally adopted by members of TFEX, or as per details given by the Company or other methods as approved by TFEX.

In the event of orders made verbally, the Customer may do so by himself at the Company's trade room, by telephone, facsimile, computer system or any other communication devices whereby the Customer agrees any documentary evidence, electronic data recorded by computer system and recording tapes of transmitting Purchase or Sale Orders so made constitute sufficient evidence in demanding the Customer to be responsible for the Company pursuant to Relevant Rules and Regulations.

In communication by internet, electronic means or by other communication devices, when orders have been transmitted to any system of the Company using Password and Pin given by the Company to the Customer, the Customer hereby agrees to accept processing results as if the orders were given by himself in all respects and be bound by the terms and conditions without any objection.

In case of sending orders by telephone, the Customer consents that conversation may be recorded as evidence for the purpose of the Company's operation hereunder.

The Company may refuse to, or may not, process the Customer's orders without any notice or reason given and the Company shall not be held responsible to the Customer for such refusal or non operation.

- 3.3 If the Customer is desirous of transmitting orders by internet or electronic system, the Customer hereby agrees as follows:
 - 3.3.1 When the Company has approved transmitting orders via internet, the Company shall give Username and Password for which the Customer should change immediately in order to prevent other persons to know them, and shall keep same in confidence by procuring appropriate measures of protection. If such Password and Pin





are lost, destroyed or could not be retrieved by the Customer, then the Customer shall notify the Company in writing so that the Company shall suspend services via internet immediately. The Company shall not be held responsible should the Customer fail to notify the Company and the Customer may be responsible if the Company might incur any damages. The Customer also agrees that if any person, for any reason, use Username and Password of the Customer to give orders or access data via internet, or trading system, or do acts and things as a result thereof, the Customer hereby agrees to be bound thereby and assume responsibility and damages as if they were taken by the Customer himself in all aspects.

- 3.3.2 In addition, the Customer may send orders of derivatives trading by telephone or other methods. If the Company has taken such orders, it shall confirm deals and notify the Customer via internet only and that deals shall be considered complete should there be no notice of dispute or objection by the Customer prior to the completion of such orders. Notice of cancellation or change shall not affect any actions taken by the Company prior to cancellation or change which shall become effective when the Customer has been notified of the cancellation or change by the Company and which shall constitute evidence of derivatives trading duly processed by the Company on behalf of the Customer and the Customer shall not raise any defense or dispute against the Company.
- 3.3.3 The Customer has right to retrieve data or enter deals of derivatives trading services via internet only when the Customer has been allowed on the date and time prescribed by the Company by using Username, Password and Pin as prescribed by the Company whereby the Customer may change such Password and Pin and that the Customer shall be bound by the terms and conditions of the services under this Agreement in all respects.
- 3.3.4 The Customer hereby acknowledges that the Company may determine a series of code and type of the computer system used in providing derivatives trading services, or improve same as the Company deems appropriate. The Customer warrants not to use any other series of code than that of determined by the Company's computer system which is connected with the Customer's computer used in transmitting orders. The Customer further agrees to prevent other persons to get connection to computer of the Customer thereby rendering such person to record any orders on the Company's computer system. The Company shall not be held responsible for any damages as a result of such connection for any cause whatsoever.
- 3.3.5 The Customer acknowledges and shall not transmit any orders which are not appropriate thereby affecting reliability of the overall trading system such as trading or taking any actions in relation to Variables to the extent that prices of trading derivatives are not in accordance with normal market circumstance, or affecting prices to be higher or lower than normal market circumstance, or seeking undue benefits from derivatives position either for himself or others etc. The Customer shall comply with notifications or criteria as prescribed by the Company, TFEX or other relevant agencies.





3.3.6 The Customer is fully aware that derivatives trading via internet is supplementary and provided for the Customer's convenience only. The Customer acknowledges that the Company, in accepting as agent for derivatives trading via internet, does not represent or warrant that the Company shall prevent any risks. The Customer understands and is aware of criteria, conditions and methods in relation to derivatives trading via internet as well as accepts risks which may arise from derivatives trading via internet such as loss of data in transit, delay of transmission, failure to transmit data, network malfunction, discrepancy of data due to restriction in internet system, etc whereby the Customer agrees not to demand for damages which may arise from the Company unless such damages are derived from willful intention or negligence of the Company or the Company's employees and that the Customer shall compensate the Company should action or omission is derived from the Customer's willful intention or negligence.

In the event of malfunction of the Company's computer, electricity or communications system or malfunction by any cause including force majeure thereby derivatives trading may not be processed, the Customer may send orders, contact for information or enter deals through the Company's employees or other methods prescribed under the Agreement.

- 3.3.7 The Customer is well aware that data or information stored in the internet system or the Company's computer system has been obtained on an "AS IS" basis. The Company makes no representations or warranties as to correctness, completeness, sequence, time, prices, ability to trade or a particular purpose with respect to data and information thereby the Company shall not be held responsible to the Customer for loss of, or damage to the use of, data or information.
- 3.3.8 Where the Customer fails to take actions or fails to comply with any terms and conditions hereunder (including refusal to accept proposal by the Company on amendment to the terms and conditions), or shall be in breach of laws, rules, regulations, criteria, conditions and customs in derivatives trading as prescribed by TFEX, SEC, other regulators, derivatives exchanges, TCH, any other state agencies or by the Company, the Company may exercise right to suspend or cancel trading services via internet or electronic means at any time without prior notice.
- 3.3.9 If the Customer wishes to cancel derivatives trading services via internet, the Customer shall notify the Company in writing of not less than 15 days in advance provided however that the Customer shall have no outstanding owed to the Company.
- 3.3.10 The Company consents that the Company, TFEX, or SEC may inspect computer equipment of the Customer used in transmitting orders via internet, and shall provide co-operation to answer to any query in relation to derivatives trading via internet.





- 3.4 The Customer acknowledges and allows the Company to trade derivatives contracts with the Customer as parties to the deal whereupon this Agreement shall constitute a consent in writing for such the purpose without the need for the Company to deliver a further notice unless otherwise required expressly under Relevant Rules and Regulations.
- 3.5 Unless otherwise specifically required in the orders, Purchase Order or Sale Order shall be binding upon the Customer at time of sending such orders. Where the Company is unable to process either in whole or in part of orders made by the Customer, part of orders shall be cancelled upon expiry of time specified in those orders or as prescribed by Relevant Rules and Regulations.
- 3.6 The Customer shall notify the Company of any cancellation or change or orders, either in whole or in part, prior to such orders being processed to completion. Such cancellation or change shall become effective upon receipt of confirmation by the Customer only and shall not prejudice to any actions taken by the Company prior to completion of cancellation of change.
- 3.7 Upon sending Purchase Order or Sale Order to the Company, the Customer shall have duty to check result within the day the orders have been sent. Where the Customer has found any order not to be correct or complete under Purchase Order or Sale Order, the Customer shall dispute result to the Company in writing or by telephone in which there is a recording function as provided by the Company on the trading day, otherwise, the Customer shall be deemed to have accepted result of the orders to be true, correct and valid, and report of derivatives trading sent to the Customer under 3.11 shall be correct and complete in all respect.
- 3.8 In case derivatives Position of the Customer is higher than Maximum Derivatives Position as prescribed by the Company or rules and regulations, the Customer agrees and consents that the Company may clear Position of the Customer until Maximum Derivatives Position of the Customer shall be in accordance with the criteria as prescribed by the Company or rules and regulations whereupon the Customer agrees to be bound by clearing of such Position as it were ordered by the Customer.
- 3.9 The Customer acknowledges that any deal of derivatives trading has been decided by the Customer. Data, information or any recommendation in relation thereto given by the Company's employees shall not be binding upon the Company and the Company shall not be held responsible unless the Company or the Company's employees shall do so by willful intention, negligence, default or being contrary to Relevant Rules and Regulations.
- 3.10Any processing in relation to transfer or receive of transfer of Position of the Customer and other persons shall be in accordance with criteria as prescribed by the Company or Relevant Rules and Regulations.
- 3.11The Company shall report derivatives trading, Position and movement of the Customer's cash in writing within the next Business Day as from trading day provided the Company shall, at the Customer's request, prepare a report of derivatives trading in respect of the Customer's assets, derivatives contracts, Margin, Position and movement of cash, and also prepare database which the Customer may inspect from other systems provided by the Company during





business hours and under Relevant Rules and Regulations. However, if there is no objection by the Customer in relation to discrepancy, incompleteness, or the Customer fails to respond to the Company within 3 days as from receipt of such report, the report shall be considered correct, complete and deemed to have been accepted by the Customer in all respects whereby the Customer shall not dispute or claim for compensation from the Company.

- 3.12Exercising right, refusing to exercise right, or being forced to exercise right under the derivatives contracts shall be in accordance with criteria as prescribed in the derivatives contracts, or by the Company or Relevant Rules and Regulations.
- 3.13In case the Customer gives orders for a number of persons or layers via "Omnibus Account", the Customer agrees to notify, procure and prepare documents in relation to data that can indicate true existence of beneficiaries of such derivatives contract, purpose of trading and data in relation to trading of Commodity of derivatives contracts of those persons for every layer to agent for derivatives trading, TCH or SEC if so requested to be in compliance with the criteria as prescribed by such agencies particularly in respect of what have become known to or should have been known by the Customer.

In addition, the Customer allows the Company to temporarily suspend derivatives trading services as agent, or close the account of the Customer, restrict Position or trading volume, clear Position or take any other actions in relation to derivatives trading by the Customer if it appears the following facts:

- (1) derivatives trading by the Company affects or likely affects good order of TFEX, or renders or likely renders prices of derivatives contracts in TFEX not to be in normal market circumstance;
- (2) the Customer incurs inappropriate conducts or might contravene Relevant Rules and Regulations;
- (3) the Customer fails to notify, procure or prepare explanation as prescribed in the preceding paragraph, or provides false data.

4. MARGIN

- 4.1 The Customer hereby agrees to provide Margin with the Company for the purpose of derivatives trading pursuant to the Relevant Rules and Regulations, or as prescribed by the Company.
- 4.2 The Customer shall provide Margin which is of value or at a rate not less than the Initial Margin under the conditions and period of time as prescribed by the Company
- 4.3 The Company shall compute value of derivatives account of the Customer and make adjustment of the Margin as provided by the Customer to be in accordance with the real market value, the Relevant Rules and Regulations, as at the close of Business Day or as prescribed by the Company.





- 4.4 The Customer shall maintain Margin to be of value or rate not less than the Maintenance Margin under the terms and conditions as prescribed by the Company as of the closing of any Business Day. If value or rate of the Customer's Margin is lower than the Maintenance Margin, the Customer shall provide Additional Margin or close Position in whole or in part so that the value or rate of the Margin in the Customer's account shall equal to or be higher than the Initial Margin and provided further the Customer shall provide Additional Margin or close Position within a period of time as prescribed by the Company.
- 4.5 Subject to Relevant Rules and Regulations, the Company may require the Customer to provide Additional Margin for each type of derivatives contracts. The Customer shall, upon such request, provide the Additional Margin in an amount and within a period of time as prescribed by the Company.
- 4.6 The Customer may withdraw the Margin as provided with the Company if it appears that the value or rate of the Margin is higher than the Maintenance Margin provided however such withdrawal shall be in accordance with the criteria and methods as prescribed by the Company or SEC.
- 4.7 If it appears at any time that the value or rate of Margin in the Customer's account equals to or is lower than the Force Close Margin, the Customer agrees that the Company may clear Position of derivatives contracts forthwith either in whole or in part without any consent of the Customer and provided further the Force Close Margin shall be of value or rate as prescribed by the Company.
- 4.8 In the event the Company does not receive Margin from the Customer within a period of time as prescribed by the Company, the Customer allows the Company to exercise the following discretion:
 - (1) the Company may not process Purchase or Sale Orders except in the case of clearing Position;
 - (2) the Company may clear Position of holding derivatives contracts of the Customer forthwith either in whole or in part;
 - (3) the Company may offset or retain Margin or other benefits provided by the Customer to the Company;
 - (4) the Company may charge from the Customer for default of providing Margin Penalty on the sum or fee outstanding under Clause 2.4 and in order that any other rights of the Company under Relevant Rules and Regulations or under this Agreement shall not be affected, the Customer hereby agrees to pay for Penalty, difference of sale price and any other damages, and if there remains any amount outstanding, the Customer further agrees to pay for such difference and Penalty thereon.

5. ASSETS OF THE CUSTOMER

5.1 The Customer hereby authorizes the Company to manage the Customer's assets as well as other rights arising from such assets. The Customer understands and is well aware that such authorization of management in relation to cash





deposited with Company during the separation of assets under 5.4 shall, in case of difficulty by the Company, not be protected by the Financial Institution Development Fund.

- 5.2 The Customer hereby agrees and is well aware that the Customer's assets under management by the Company shall be separated from the Company's account but combined in the Omnibus Account in which assets of each Customer shall not be separated provided the Company shall prepare clearly separate lists of assets for each Customer.
- 5.3 The Customer hereby allows the Company to deduct or make payment from such account as follows:
 - (1) for derivatives trading;
 - (2) for cash settlement or physical delivery upon maturity of derivatives contracts, as well as exercising rights, refusal to exercise rights, or enforcement of rights of derivatives contracts;
 - (3) for use as Margin or change in Position of Margin account;
 - (4) for payment of Fees, or other sums in relation to derivatives contracts as well as exercising rights, refusal to exercise rights and enforcement of rights under the Customer's derivatives contracts;
 - (5) for settlement of debt and Penalty in the event of default by the Customer hereunder;
 - (6) for any other cases as specified under Relevant Rules and Regulations.

Further, the Customer agrees and allows the Company to foreclose the Customer's assets, no matter whether such assets are in the Company's custody, or provided or deposited with other persons, either in whole or in part for the purpose of settlement of outstanding owed to the Company without notice to the Customer; and provided further if assets are securities, then the Company may put on sale in such market; if not possible, then the Company may proceed with other methods in which fair prices to the Customer can be obtained.

- 5.4 With respect to assets of the Customer received or to be received by the Company for the purpose of derivatives trading, the Company shall separate those assets of the Customer for custody and management under Relevant Rules and Regulations as follows:
 - (1) <u>Cash</u> shall be deposited in a separate account, or deposited with commercial banks, or invested in promissory notes issued by finance companies, securities companies with express indication that such deposits have been made by the Company for benefits of the Customer, or any other means as prescribed by the Company or Relevant Rules and Regulations provided that <u>cash deposited with the Company shall not be protected by Deposit Protection Fund;</u>





- (2) <u>Securities</u> shall be maintained by the Company with express indication that such securities belong to the Customer, or have been deposited with the Thailand Security Deposit(Thailand) Company Limited or any other premise as prescribed by the Company or Relevant Rules and Regulations;
- (3) Other Assets shall be maintained by the Company with express indication that such assets belong to the Customer, or deposited at any other premise as prescribed by the Company or Relevant Rules and Regulations.

The Customer shall be entitled to interest on cash so deposited only with respect to remaining balance from partial derivatives trading, at a rate as to be prescribed, or amended from time to time at the discretion of the Company either such rate shall be increased or decreased. The Customer agrees that the Company may pay interest to the Customer at the rate as to be amended by the Company effective from the date of announcement without any requirement of notice or consent of the Customer in advance.

- 5.5 Subject to the Relevant Rules and Conditions, the Company may take the Customer's assets for investment on behalf of the Customer whereby the Company shall pay to the Customer as prescribed from time to time interest on deposits, investments in promissory notes or others at rates not exceeding those actually received by the Company.
- 5.6 The Customer agrees to pay fee from interest on the Customer's assets as managed by or under custody of the Company at rate and period of time as prescribed by the Company from time to time.
- 5.7 With respect to each withdrawal, the Customer shall notify his intention in writing to the Company in advance within a period of time as prescribed by the Company. Withdrawal can be made not to exceed the actual number of assets after deduction of outstanding debt and expenses incurred by the Customer and provided further such withdrawal shall not render the value of the Customer's Margin to be lower than the Maintenance Margin and be contrary to Relevant Rules and Regulations.
- 5.8 The Company shall not take any action which may create, amend, transfer, reserve or terminate the rights in the Customer's assets without consent of the Customer or contrary to instruction of the Customer unless otherwise permitted by laws or specified in this Agreement.
- 5.9 Where the Customer intends to have the Company to provide the Customer's assets as deposited with the Company for benefit of other customers or persons, the Customer shall give an instruction in writing at least for a period as prescribed by the Company provided however the Company reserves all rights to exercise its discretion to proceed or not to proceed with such Customer's instruction and it shall not be considered as default of the Company.





6. TERMINATION FOR CAUSE AND EFFECT OF THE TERMINATION

- 6.1 Upon occurrence of any of the following events, all outstanding owed by the Customer in relation to derivatives trading shall become due immediately, and the Company may clear Position of derivatives contracts and settle the account immediately:
 - (1) the Customer is dead; shall become incompetent, quasi-incompetent, insolvent, bankrupt; under receivership; or rehabilitation request be accepted;
 - (2) there is situation likely indicating that the Customer may not be able to pay for derivatives contracts such as concealing, disposing or transferring his assets either in whole or in part; entering into a composition; or incurring outstanding under agreement appointing broker for securities trading or loan agreement for securities trading made with the Company at rates prescribed by the Company;
 - (3) a judgement or an order is given by court or competent authorities ordering the Customer to pay outstanding; the Customer's assets are seized or attached, either in whole or in part;
 - (4) the Customer is in default of payment of any sum hereunder including any minimum sum to be payable when due;
 - (5) the Customer fails to rectify default or breach within the period of time under 2.6;
 - (6) when any representations, warranties or any messages given or taken by the Customer (or deemed to have been given or taken) under the Agreement, or prescribed under letters or documents prepared or delivered by the Customer in relation to the Agreement are not true or correct;
 - (7) any license in relation to any business of the Customer has been terminated, revoked, suspended, expired or is not renewed thereby such incident has affected negatively and materially to the Customer's ability to perform obligations hereunder;
 - (8) other debts of the Customer become due or may become due prior to maturity or no payment upon maturity; or in the event of guarantee, a person whose performances have been secured by guarantee of the Customer has been in default thereby such guarantee shall be enforced against the Customer; or the Customer is in default or in breach of any terms and conditions in relation to such debts except for debts incurred with trading creditors or any terms and conditions in relation thereto;
 - (9) when official receiver, execution officer or other officer of similar nature has been appointed to manage business, assets or major part of assets of the Customer; or an execution decree has been issued against assets or major part of assets of the Customer; or assets or major part of assets of the Customer against which have been secured for other person liability have been enforced;





- (10) if a bankruptcy case is filed against the Customer by any person and the Customer fails to rectify the situation to the satisfaction of the Company within 45 days as from the date the case is filed;
- (11) if the Customer requests a general meeting with creditors, composition, compromises or assignments of any rights for the benefits of his creditors in general;
- (12) there occurs any incident or more, whether or not they are related, which may affect negatively and materially to the Customer's ability to perform any obligations hereunder.

6.2 Notwithstanding anything in this Agreement, if:

- (a) the Customer conceals or distorts any facts given hereunder, either in whole or in part;
- (b) the Customer refrains or fails to perform any material obligations hereunder;
- (c) the Customer is in default to provide Margin or does not close Position of derivatives contracts pursuant the terms and conditions under 4;
- (d) the Company deems appropriate to prevent or impede irregular or inappropriate nature of derivatives trading; or there is a situation which may fall under the evasion of or violation of the laws;
- (e) the Company has complied with order of TCH, TFEX or SEC, then the Customer shall allow the Company to take any or all of the following actions, without prior consent from the Customer;
- (1) receiving no orders of derivatives contracts from the Customer, except for clearing Position;
- (2) cancelling all orders previously given by the Customer but not processed by the Company;
- (3) decreasing or limiting Trading Limit or Maximum Derivatives Position of the Customer;
- (4) clearing Position of the Customer forthwith, either in whole or in part;
- (5) set-off, retaining Margin or other benefits provided by the Customer with the Company, settlement or enforcement of debts from the Customer's account opened with the Company regardless whether such debts have become due;
- (6) charging Penalty on default of providing Margin, payment of Fees, expenses to be payable by the Customer hereunder;
- (7) closing all the Customer's accounts for payment of all obligations hereunder;
 - (8) terminating the Agreement and demanding the Customer to settle outstanding debts immediately.





6.3 Clearing Position and settling outstanding debts, in addition settlement for repayment of outstanding debts under derivatives contracts and under this Agreement, shall include Penalty and Fees arising from derivatives trading under this Agreement. If after such settlement there remains a difference that still owed to the Company, the Customer shall still be held liable for such remaining balance including the Penalty until those amounts are repaid in full. The Company shall return any leftover amount to the Customer without any accrued interest

Computation of Penalty under the preceding paragraph shall not preclude the Company from charging interest on the outstanding debts owed by the Customer to the Company at a rate as prescribed by the Company and as allowed by notification of the Ministry of Finance or relevant regulators or other laws which may be amended from time to time until full payment has been received. In addition, where the Customer fails to make repayment or interest on time, then the Customer allows the Company to charge Penalty separately on any deal in default at a rate as prescribed by the Company.

For the purpose of settlement of debt after clearing Position under the preceding paragraph, the Customer allows the Company to withdraw, transfer or take any actions as deemed necessary to apply cash or any other assets of the Customer in any accounts of securities trading or instruments trading opened by the Customer to settle against any debts forthwith without any consent from the Customer, and such action by the Company shall not be deemed as violation or breach of any agreement in relation to securities trading account.

- 6.4 In the event the Company can't proceed, arrange or clear Position under the Agreement or Relevant Rules and Regulations, the Customer consents that such clearing may be proceeded by SEC, TFEX, TCH or any person designated by the Company. For the purpose of clearing of Maximum Derivatives Position of the Customer under Clause 6, the Customer shall mean Customer, Related Persons and beneficiaries from trading by the Customer.
- 6.5 In the event the Company has found the Customer has committed an offence under the Anti-Money Laundering Act B.E. 2542 or royal decrees, ministerial regulations, regulations or relevant notifications (together "Laundering law"), currently in force or to be amended in future, the Customer agrees that the Company may terminate the Agreement with the Customer without prior notice and may take action(s) under Clause 6.2 (1) (8) or other measures as prescribe by the Laundering Law or Relevant Rules and Regulations.

7. RECEIPT AND DELIVERY OF COMMODITY

Receipt or delivery of Commodity under derivatives contract shall be in accordance with Relevant Rules and Regulations.

8. LIABILITY AND REMEDY

8.1 The Customer shall be liable for damages and expenses the Company may incur as a result of or in connection with this Agreement, or in relation to action, or omission by the Customer or his agent including damages and expenses as a





result of claims or lawsuits by other persons to demand that the Company be liable which is not as a result of willful action or omission, negligence on the part of the Company, officers or employees.

- 8.2 In the event of force majeure, emergency event or malfunction of the Company computer system, the Customer allows the Company to transmit Purchase or Sale Orders to the Pararell Party for matching in TFEX.
- 8.3 The Customer agrees that the Company shall assume no liability for loss or damages suffered by the Customer if such loss and/or damages is a result of fire, storm, strike, riot, protest, war, state control and malfunction in relation to communication network, delay as a result of communications by a third party or of the Company, equipment or electricity failure or force majeure affecting the Company operation provided such cause for damage shall not be attributed to willful intention or negligence of the Company or its employees.

9 RISKS

- 9.1 The Customer has studied Risk Disclosure Statement for Futures and Options Trading in Derivatives Exchange and understood derivatives trading, mechanism, and practice in relation thereto, provision of Margin, associated risks, damages that might occur and Relevant Rules and Regulations, including right, duties and responsibilities of the parties and been notified that signing on such Disclosure Statement constitutes representations and warranties that the Customer has read and understood thoroughly the contents thereof.
- 9.2 The Customer has been notified by the Company that derivatives trading carries high risks due to fluctuation of prices and Variable commodities arising from change in Relevant Rules and Regulations or taxation. Further, derivatives trading requires minimal Initial Margin when compared to value of orders; as a result, slight movement of prices of derivatives contracts shall affect Margin as provided by the Customer, or may require the Customer to provide Additional Margin in higher proportion than the movement of prices, all may affect either positively or negatively to the Customer. Derivatives trading might cause the Customer to lose Initial Margin or Additional Margin due to the fact that movement of prices has been in negative trend toward the Position of the Customer, or be required of providing Additional Margin to maintain the Customer's Position within the prescribed period of time; failure to do so, the Customer's Position may be cleared at the "lost price" and the Customer shall have to be responsible for any such loss

10. OTHER AGREEMENTS

- 10.1 This Agreement shall be binding upon the Customer for an indefinite period. If either party wishes to terminate this Agreement, that party shall notify the other in writing of not less than 7 days in advance. The termination shall not prejudice rights and duties of the parties accrued prior to the termination becoming into effect. In the event of termination, the Customer agrees that his Position may be cleared as the Company deems appropriate and provision under 6 shall apply mutatis mutandis.
- 10.2 When there is any change in the Customer's data hereunder, the Customer shall notify such change in writing to the Company forthwith and the Company shall assume no responsibility as a result of the Customer's failure.





- 10.3 Any notice or communication hereunder if made in writing by the Company to the Customer's address set in the head of this Agreement, or electronic mail, telephone or facsimile as given by the Customer shall be deemed to have been served to and received by the Customer whether or not it shall be received by the Customer or other person in the Customer's behalf. Further, the Customer shall notify the Company in writing forthwith of any change in address, electronic mail, telephone or facsimile.
- 10.4 The Customer hereby allows the Company, Kasikorn affiliates and other persons as designated by Kasikornbank to access the Customer's data for consideration and further proposal of products, services and promotions, or for other purposes.
- 10.5 Subject to Relevant Rules and Regulations, the Customer hereby allows the Company to disclose to SEC, government agencies, TFEX, TCH, legal counsel, the Company's auditor, Kasikornbank, or Kasikorn affiliates the Customer's data either in whole or in part in relation to Position of derivatives contracts, account, and data of derivatives contracts stored in all forms which include, but not limited to, documents, recording, electronic media in any means and for the purpose of operation of laws or court orders which shall include audit of the Customer's data, operation of credit bureau and Laundering Law.
- 10.6 The Customer agrees not to claim, institute court cases or take any action against the Company for any damages suffered by the Customer as a result of action or omission by other persons beyond control of the Company.
- 10.7 Failure or delay by the Company to enforce any rights hereunder, or single or partial exercise of right shall not operate as a waiver or preclude the Company to exercise any rights hereunder. In case of any leniency given by the Company to the Customer to perform any obligations hereunder, or omission to exercise the right of termination, such leniency or omission shall constitute particular leniency or omission.
- 10.8 The Customer is aware and has understood Relevant Rules and Regulations, terms and conditions on derivatives trading, derivatives trading via internet, and shall strictly comply with those Relevant Rules and Regulations, terms and conditions in all respects including all amendments thereto.
- 10.9 In the event of any change in the laws, notifications, Relevant Rules and Regulations as delineated under 10.7 after execution of this Agreement, the parties hereby agree to comply with such amendments, unless otherwise prescribed by the Company.
- 10.10 The Company reserves all rights to amend any terms and conditions under this Agreement as the Company deems appropriate without prior consent from the Customer provided the Company shall notify the Customer of such amendment whereby the Customer shall strictly comply with such amendment.
- 10.11 All headings prescribed under this Agreement are for convenience only. The interpretation or construction of the terms and conditions shall be in accordance with the true intention of the parties.





- 10.12 This Agreement shall be governed by the laws of Thailand. The Customer may refer any dispute arising out of or in connection with derivatives contracts under this Agreement between the Company and the Customer to SEC for an award through arbitral process in accordance with the criteria and methods as prescribed by Relevant Rules and Regulations.
- 10.13 In addition to the terms and conditions hereunder, the parties shall comply with Relevant Rules and Regulations as well as trade practice applicable to trading of derivatives and securities.
- 10.14 In the event any terms and conditions hereunder are void or unenforceable, the parties agree that other terms and conditions which are enforceable shall apply between the parties.
- 10.15 All Attachments shall form integral parts of the Agreement. In the event any terms and conditions under the Attachments are contrary to those under the Agreement, the terms and conditions, under the Agreement shall apply. And in the event of discrepancy between Attachments, the Customer shall comply with decisions made by the Company.
- 10.16 The Customer hereby confirms that the Customer is, upon execution of this Agreement, of sound mind as well as has read and understood all terms and conditions in every page of the Agreement, and has made no objections. The Customer shall not raise the cause of no knowledge or understanding of any terms and conditions against the Company in all cases of whatsoever nature.

The parties have read and understood thoroughly the terms and conditions of this Agreement to be corresponding with their intention, and hereby affixed their signatures in the presence of the witnesses hereof.

		Customer		 _	Witness
()		()	
		Company		 _	Witness
KASIKORN SECURITIES PO	CL		()	





RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS TRADING

IN DERIVATIVES EXCHANGE

KASIKORN SECURITIES PUBLIC	COMPANY LIMTED, being an agent of derivatives trading for the Customer, hereby
warrants that, w	no is a personal finance manager working for the Company, has explained the Customer
under the Agreement Appointing Age	ent for Derivatives with respect to risks associated with futures and options trading prior
to opening an account, or to commer	ncing futures and/or options trading, as follows:

1. FUTURES TRADING

1.1 Nature of Futures Trading

Futures trading is a contract whereby a purchaser and a seller each shall have obligations to perform. Therefore, if the parties do not offset Position of derivatives contract prior to the maturity, the seller shall have duty to make physical delivery of the Commodity to the purchaser while the purchaser has to make payment thereof to the seller; or either party shall be entitled to, or receive payment or make payment to the other for a sum equal to a difference between exercise price and value of Underlying Commodity or Variables prevailing at a given time or period of time in future as prescribed in the contract (cash settlement).

1.2 Risk of Loss from Futures Trading

In a futures trading contract, both seller (long position) and purchaser (short position) shall place assets with the agent for derivatives trading to secure the Customer's performance of obligations. Since a futures trading contract is by nature a deal which carries high leverage as the required Initial Margin is less in value than value of the contract itself; therefore, even when there is a slight change in derivatives market, the Customer may stand an equal chance to a huge gain or loss within a short period which may exceed such Initial Margin provided with the agent in advance, and even incur a loss beyond such Initial Margin, or be enforced to offset Position in case Additional Margin could not be provided as required.

2. OPTIONS TRADING

2.1 Nature of Options Trading

Options trading is a contract whereby a seller grants rights to a purchaser to purchase or sell the Underlying Commodity at a determined price within a period of time and conditions as specified; or a purchaser shall be granted rights to receipt of payment from seller under conditions as prescribed in exchange for purchaser paying a premium to seller.

Sign





An options trading contract in which purchaser has been granted rights to purchase the Underlying Commodity or Variables at a determined price is referred to as "call options", while the one in which purchaser has been granted rights to sell is referred to as "put options". Exercising such rights shall be in accordance with conditions as prescribed in the contract.

The parties may, upon purchaser exercising rights of payment and delivery as specified under a contract, agree that physical delivery or cash settlement be made to purchaser for a sum equal to a difference between exercise price and value of Underlying Commodity or Variables prevailing at a given time or period of time in future as prescribed in the contract (cash settlement).

2.2 Risk of Loss from Options Trading

Purchaser of options trading may have an option to offset Position, exercise, or leave a contract to its expiry date. In the event purchaser chooses to exercise the right, he shall be entitled to a payment of a sum equal to a difference between exercise price and value of Underlying Commodity or Variables prevailing at a given time or period of time in future as prescribed in the contract (cash settlement), or purchaser shall receive or proceed with physical delivery of the Underlying Commodity as prescribed in the contract by making or receiving payment for the Underlying Commodity as per exercise price as prescribed in the contract. In the event an options contract is expired without value, then purchaser shall incur loss which equals to a premium.

Seller shall receive a premium from purchaser, and perform obligations under the contract. If purchaser chooses to exercise the right, the seller shall have a duty to provide Margin. If seller does not offset Position upon exercise by purchaser, seller shall make payment of a sum equal to a difference between exercise price and value of Underlying Commodity or Variables prevailing at a given time or period of time in future as prescribed in the contract (cash settlement), or seller shall receive or proceed with physical delivery of the Underlying Commodity by paying or receiving payment of the Underlying Commodity per exercise price as prescribed in the contract. In the event an options contract is expired without value, seller shall gain which equals to a premium. As purchaser may suffer maximum loss equal to the premium, purchaser is not required to provide any Margin but only pay the premium.

On the contrary, seller may suffer loss without limit in the same manner as in futures trading; as a result, seller is required to provide Margin with the agent for derivatives trading to secure performance of obligations. Likewise, seller may suffer a huge loss within a short period which may exceed the Initial Margin provided with the agent in advance in case of a change in market price of the contract.





2.3 Risk of Loss from Combination of Options Trading

Seller may choose to trade combined options trading which is more complicated than an outright one. Seller should therefore understand that failure to understand complication of combined options trading may cause huge loss and is highly advised to consult a qualified and experienced expert prior to entering into contracts in every situation of the market.

In addition, purchaser faces risk that he cannot offset Position of every contract at the same time nor offset at the desired prices; as a result, purchaser may suffer loss under every contract. Risk will be even greater of one outright is matured or Position closed while the other is still open and valid.

3. Common Risks and Other Details in Relation to Futures and Options Trading

3.1 Understanding Details and Conditions of Derivatives Contracts

As derivatives trading is an investment that carries high risk, the Customer should study and understand thoroughly the details and conditions (contract specifications) for each type such as type of Underlying Commodity, Variables, contract size, multiplier, minimum price movement, daily price limit, last trading day, settlement day, methods of delivery, settlement method, settlement price, how to provide Margin, etc. In addition, the Customer should determine whether and how such investment has met with particular objective and financial status of the Customer.

In case of options trading, the Customer shall further understand other conditions such as type of contracts, put options, call options, conditions on exercising rights, types of Underlying Commodity, Variables, etc whether these have met particular objective and extent of risk to which the Customer can accept. Further, the Customer should take into consideration the return from the holding of premium, fee and loss which may incur.

3.2 Fee incurred on Derivatives Trading

Prior to entering deals, the Customer should ensure with agent for derivatives trading on details related to rates and fees, settlement and exercising rights such as brokerage fee, fee for exercising right etc. because these fees are cost in derivatives trading that may affect gain or loss and decision by the Customer. Fees may vary according to types and volume of deals by the Customer. TFEX and SEC do not prescribe regulations on brokerage fees.

3.3 Risk of Position Offset and Responsibility for Loss

When the Customer shall carry certain Position to which obligations are attached such as long futures, short futures and short options, agent for derivatives trading shall adjust mark to market value at least at the close of every Business Day so as to reflect gain or loss of the Customer's Position. If the Customer suffers loss resulting in decrease in value of the Customer's Margin being lower than the Maintenance Margin, agent for derivatives trading may require the Customer to provide within a period of time Additional Margin so that the Customer's Margin shall





not be lower than the Initial Margin. Failure to do so may prompt the agent for derivatives trading to offset Position whereby the Customer remains responsible for loss incurred.

Further, agent for derivatives trading may prescribe measures on force close in addition to terms and conditions as prescribed under the Agreement Appointing Agent for Derivatives or related regulations. In the event the value of the Customer's Margin decreases to the force close level, the agent for derivatives trading shall require the Customer to provide Additional Margin during trading days within a period of time under the Agreement and practices. Failure to do so shall entitle the agent for derivatives trading to offset Position in which event the Customer shall remain responsible for loss incurred thereby.

Such risk of similar nature may occur in the event the Customer's Position remains, either by himself or through other persons, in excess of the volume as prescribed by TFEX and the Customer does not offset Position upon receipt of notice from agent for derivatives trading.

3.4 Risk for Non-Offset of Position

In the event the Customer fails to offset Position prior to maturity for any cause due to the fact the market situation does not permit such as lack of liquidity, or suspension by TFEX or other causes, the Customer may incur loss as a result of pending Position until maturity.

3.5 Risk on Non-Compliance with Orders to Contain Loss

Agent for derivatives trading may not process certain orders such as stop loss or stop limit order made by the Customer for any type of derivatives contracts whereby the objectives of which are to limit loss that might incure if the market situation does not permit the matching of orders.

3.6 Risk on Position Restricted or Prohibited to Create Additional Position

TFEX, TCH or SEC may require agent for derivatives trading to restrict or prohibit additional Position for the Customer, or to close trading account including to offset Position in the event the Customer's trading affects or likely affects order in TFEX; or affects or likely affects prices in TFEX not to be in conformity with normal movement of the market; or trades improperly or may violate derivatives contracts law; or fails to notify, prepare data or provide false data or cause material mistake to agent for derivatives trading, TFEX, TCH or SEC upon request by TFEX, TCH or SEC.

In addition, SEC may order TFEX or TCH to suspend, restrict or offset Position of the Customer in the event of necessity for the purpose of maintaining financial stability, national economy or stability of trading and settlement in TFEX.





3.7 Risk on Requirement of Additional Margin or Closing Position

In the event of high volatility of derivatives market or there is a reasonable cause to believe that there might be instability of the Customer's investment status, agent for derivatives trading and TCH, may require Additional Margin from the Customer during working hours of Business Day for over one time, or even offset Position of the Customer.

3.8 Procedures on Requirement of Additional Margin and Closing Position

The Company as agent for derivatives trading shall compute gain or loss from the Customer's Position and make adjustment thereof. If it is found to be lower than the Maintenance Margin or Force Closed Margin, then the Company shall notify and require the Customer to provide Additional Margin within a period of time as prescribed by the Company. If the Customer fails to do so, the Company shall offset Position of the Customer for at least a volume as notified by the Company.

3.9 Risk on Trading System

Trading system by computer contains a number of restriction such as malfunction of hardware and/or software thereby agent for derivatives trading may not process orders of the Customer, either in whole or in part.

3.10 Risk on Non-Monitoring of Data, Information, Relevant Rules and Regulations

Derivatives trading carries risks and gains from fluctuation of the Underlying Commodity or Variables due to a number of factors; as a result, the Customer shall monitor all environment locally and internationally that may affect prices of derivatives contracts. Further, there has been constant development in many aspects of TFEX including risk management system thereby resulting in imposition or amendment of Relevant Rules and Regulations to improve effectiveness of trading system (the Customer may follow up, and make enquiry for further details from agent for derivatives trading, TFEX and TCH). If the Customer fails to keep monitoring closely, the Customer may suffer possible damage.

3.11 Risk on Non-Disclosure of Data and Information

The Customer shall, in an application for an account for derivatives trading, specify true beneficiary and Related person pursuant to notifications of SEC, failure to do so may result in action by related notifications.

This Risk Disclosure Statement may not cover risks in all respects, or material issues other than risks associated with derivatives trading. The Customer should consider risks and enter the deals when he has understood derivatives contracts, legal obligations from investment and level of acceptable risks. Derivatives trading may not be appropriate for some investors and the Customer should therefore consider whether this investment is appropriate for him taking into account of experience in investment, objectives, financial status and other relevant situation.





However, the Customer may refer any dispute that he may have to SEC for settlement by arbitral process which is a measure to protect investors' right in capital market.

	Equity Wealth Manager
(.)
For and on behalf of	
KASIKORN SECURITIES PUBLIC COMPA	NY LIMITED
I have been given explanation on risks ass	sociated with derivatives trading as specified above by KASIKORN SECURITIES
PUBLIC COMPANY LIMITED, as my agent f	for derivatives trading.
	Customer
(.)
	Authorized Signatory
(.)

KASIKORN SECURITIES PUBLIC COMPANY LIMITED





LETTER OF CONSENT

TO DEPOSIT THE MONEY WITH AFFILIATED FINANCIAL INSTITUTIONS

To:	Managing Director
	KASIKORN SECURITIES PUBLIC COMPANY LIMITED
	Whereas I, the undersigned, have appointed KASIKORN SECURITIES PUBLIC COMPANY LIMITED (the
	whereas it, the undersigned, have appointed NASINONN SECONTIES POBLIC CONFAINT EliviTED (the
"Compa	any") as my agent for derivatives trading under the Agreement Appointing Agent for Derivatives.
	In order to comply with the terms and conditions under Relevant Rules and Regulations, I hereby give consent to
KASIKO	ORN SECURITIES PUBLIC COMPANY LIMITED to arrange for my deposits in the Company's custody to invest or
deposit	with financial institutions associated either directly or indirectly with the Company. This consent shall be valid until I
cancel o	or revoke by a notice in writing to KASIKORN SECURITIES PUBLIC COMPANY LIMITED.

<u>หนังสือขอให้ธนาคารหักบัญชีเงินฝาก</u>

		วันที่เดือนพ.ศ
เรียน ผู้จัด	การธนาคาร	
สาขา	٦	
ข้าพ	เจ้า	งงบัญชีเงินฝากประเภท 🗌 ออมทรัพย์ 🔲 กระแสรายวัน
ชื่อบัญชี	บัญชีเ	ลขที่ 🔲 🔲 🔲 🔲 🔲 🔲 🔲
สถานที่ติดต่	า่อ เลขที่ ตรอก/ซอย ถนา	่₊ตำบล/แขวง
อำเภอ/เขต.	จังหวัด	. รหัสไปรษณีย์
มีคว	ามประสงศ์ให้ธนาคารหักเงินจากบัญชีเงินฝากดังกล่าวของช่	า์พเจ้า เพื่อชำระหนี้ และ/หรือบรรดาภาระผูกพันต่างๆ ให้แก่บริษัท
หลักทรัพย์	กสิกรไทย จำกัด(มหาชน) (ต่อไปนี้เรียกว่า "บริษัท") ตา	มจำนวนที่ปรากฏในใบแจ้งหนี้และสื่อบันทึกข้อมูล (MEDIA) หรือข้อมูล
อิเล็กทรอนิเ	าส์ที่ธนาคารได้รับจากบริษัท และนำเงินดังกล่าวโอนเข้าบัญเ๋	ขึ้นริษัท
ในก′	ารหักเงินจากบัญชีเงินฝากของข้าพเจ้า เพื่อชำระหนี้ และ/หรื	ื่อบรรดาภาระผูกพันต่างๆ ให้แก่บริษัทดังกล่าว หากปรากฏในภายหลังว่า
จำนวนเงินที่	ขึ้บริษัทแจ้งแก่ทางธนาคารนั้นไม่ถูกต้อง และธนาคารได้ทำก	าารหักบัญชีเงินฝากของข้าพเจ้าตามจำนวนที่ปรากฏในใบแจ้งหนี้ และสื่อ
บันทึกข้อมูล	ด (MEDIA) หรือข้อมูลอิเล็กทรอนิกส์เรียบร้อยแล้ว ข้าพเจ้า	าตกลงที่จะดำเนินการเรียกร้องเงินจำนวนดังกล่าวจากบริษัทโดยตรง โดย
ทั้งนี้ข้าพเจ้า	าขอสละสิทธิ์ในการเรียกร้องหรือฟ้องร้องให้ธนาคารชดใช้เงิน	ที่ธนาคารได้หักโอนเงินจากบัญชีเงินฝากของข้าพเจ้า เพื่อชำระหนี้แก่
บริษัทตามใ	บแจ้งหนี้ และสื่อบันทึกข้อมูล (MEDIA) หรือข้อมูลอิเล็กทร	ชนิกส์ที่ธนาคารได้รับจากบริษัท และข้าพเจ้ายอมรับว่าธนาคารจะหักเงิน
จากบัญชีเงิ	นฝากของข้าพเจ้าได้ต่อเมื่อเงินในบัญชีมีเพียงพอในการหักบ	ัญชีในขณะนั้นเท่านั้น และในการหักบัญชีเงินฝากดังกล่าว ข้าพเจ้าไม่
ประสงค์จะใ	ให้ธนาคารแจ้งการหักบัญชีแต่อย่างใด เนื่องจากข้าพเจ้าสา	มารถทราบรายการดังกล่าวนั้นได้จากสมุดคู่ฝากและ/หรือ STATEMENT
ของธนาคาร	หรือจากใบรับเงิน/ใบเสร็จรับเงินของบริษัทอยู่แล้ว	
ในกร	รณีที่เอกสารหลักฐานเลขที่บัญชีเงินฝากที่กล่าวในวรรคข้างผ่	าันได้เปลี่ยนแปลงไป ไม่ว่าโดยเหตุใดก็ตาม ข้าพเจ้าตกลงให้หนังสือขอให้
ธนาคารหักเ	บัญชีเงินฝากฉบับนี้ คงมีผลใช้บังคับสำหรับบัญชีเงินฝากหม	ายเลขที่ได้เปลี่ยนแปลงไปนั้นได้ทุกประการ
การเ	หักบัญชีเงินฝากดังกล่าวข้างต้นให้มีผลบังคับทันทีนับแต่วันท็	ท่ำหนังสือนี้ และให้มีผลบังคับต่อไปจนกว่าจะได้เพิกถอน (แจ้งยกเลิก)
โดยทำเป็นส	งายลักษณ์อักษรให้ธนาคารและบริษัทรับทราบอย่างน้อยล่ว	หน้า 1 เดือน
		ขอแสดงความนับถือ
		TOPPEANIALI 9 19/19/10
	a d	29 2 a a a Garaga
		ผู้ให้ความยินยอม)ตามที่ให้ไว้กับธนาคาร
	()ตามทเหเวกบธนาคาร
	สำหรับบริษัท	สำหรับธนาคาร
		🗆 ธนาคารตกลงดำเนินการตามความประสงค์ของเจ้าของบัญชี
	COMPANY CODE	□ ธนาคารไม่สามารถดำเนินการได้เนื่องจาก
		🗆 บัญชีปิดแล้ว 🔲 ลายมือชื่อไม่ถูกต้อง
	รับรองว่าผู้ให้ความยินยอมเป็นลูกค้าของบริษัท	🗆 เลขที่บัญชีไม่ถูกต้อง 🗆 อื่นๆ
		ลงชื่อ
ลงร์	ชื่อ	()
	()	ลายมือชื่อผู้รับมอบอำนาจสาขา วันที่
	บริษัทหลักทรัพย์ กสิกรไทย จำกัด(มหาชน) วันที่	3474

<u>หนังสือขอให้ธนาคารหักบัญชีเงินฝาก</u>

		วันที่เดือนพ.ศ.
เรียน ผู้จัด	าการธนาคาร	
สาข	n	
ข้าพ	แจ้าเจ้าขย	งงบัญชีเงินฝากประเภท 🛘 ออมทรัพย์ 🗖 กระแสรายวัน
ชื่อบัญชี	บัญชีเ	ลขที่ 🔲 🔲 🔲 🔲 🔲 🔲 🔲
สถานที่ติดต	ต่อ เลขที่ ตรอก/ซอย ถนน	มตำบล/แขวง
อำเภอ/เขต	จังหวัด	. วหัสไปวษณีย์
มีคว	ามประสงค์ให้ธนาคารหักเงินจากบัญชีเงินฝากดังกล่าวของช้	íาพเจ้า เพื่อชำระหนี้ และ/หรือบรรดาภาระผูกพันต่างๆ ให้แก่บริษัท
หลักทรัพย์	กสิกรไทย จำกัด(มหาชน) (ต่อไปนี้เรียกว่า "บริษัท") ตา	มจำนวนที่ปรากฏในใบแจ้งหนี้และสื่อบันทึกข้อมูล (MEDIA) หรือข้อมูล
อิเล็กทรอนิเ	กส์ที่ธนาคารได้รับจากบริษัท และนำเงินดังกล่าวโอนเข้าบัญร์	<u>ที่บริษัท</u>
บันทึกข้อมูเ ทั้งนี้ข้าพเจ้ บริษัทตามใ จากบัญชีเงิ ประสงค์จะ ของธนาคา ในก ธนาคารหัก	ล (MEDIA) หรือข้อมูลอิเล็กทรอนิกส์เรียบร้อยแล้ว ข้าพเจ้า าขอสละสิทธิ์ในการเรียกร้องหรือฟ้องร้องให้ธนาคารชดใช้เงิน ใบแจ้งหนี้ และสื่อบันทึกข้อมูล (MEDIA) หรือข้อมูลอิเล็กทร เนฝากของข้าพเจ้าได้ต่อเมื่อเงินในบัญชีมีเพียงพอในการหักบ ให้ธนาคารแจ้งการหักบัญชีแต่อย่างใด เนื่องจากข้าพเจ้าสา รหรือจากใบรับเงิน/ใบเสร็จรับเงินของบริษัทอยู่แล้ว รณีที่เอกสารหลักฐานเลขที่บัญชีเงินฝากที่กล่าวในวรรคข้างต้ บัญชีเงินฝากฉบับนี้ คงมีผลใช้บังคับสำหรับบัญชีเงินฝากหม	ท่ำหนังสือนี้ และให้มีผลบังคับต่อไปจนกว่าจะได้เพิกถอน (แจ้งยกเลิก)
		ขอแสดงความนับถือ
		ผู้ให้ความยินยอม)ตามที่ให้ไว้กับธนาคาร
	สำหรับบริษัท	สำหรับธนาคาร
		🗆 ธนาคารตกลงดำเนินการตามความประสงค์ของเจ้าของบัญชี
	COMPANY CODE	🗆 ธนาคารไม่สามารถดำเนินการได้เนื่องจาก
	v 1349 a Gi 9 av	🗆 บัญชีปิดแล้ว 🔲 ลายมือชื่อไม่ถูกต้อง
	รับรองว่าผู้ให้ความยินยอมเป็นลูกค้าของบริษัท	🗆 เลขที่บัญชีไม่ถูกต้อง 🗆 อื่นๆ
200	ขึ่อ ชื่อ	()
614	()	ลายมือชื่อผู้รับมอบอำนาจสาขา
	` บริษัทหลักทรัพย์ กสิกรไทย จำกัด(มหาชน)	วันที่

<u>หนังสือขอให้ธนาคารหักบัญชีเงินฝาก</u>

		วันที่เดือนพ.ศ.
เรียน	ผู้จัดการธนาคาร	
	สาขา	
	ข้าพเจ้า เจ้าขย	งงบัญชีเงินฝากประเภท 🗌 ออมทรัพย์ 🔲 กระแสรายวัน
ขื่อบัญ ^ร	ชี้บัญชีเ	ลขที่ 🗆 🗆 🗆 🗆 🗆 🗆 🗆
สถานที่	์ติดต่อ เลขที่ ตรอก/ซอย ถนน	ıตำบล/แขวง
อำเภอ/	'เขตจังหวัด	. รหัสไปรษณีย์
	มีความประสงศ์ให้ธนาคารหักเงินจากบัญชีเงินฝากดังกล่าวของวํ	ักพเจ้า เพื่อชำระหนี้ และ/หรือบรรดาภาระผูกพันต่างๆ ให้แก่บริษัท
หลักทรั	ัพย์ กสิกรไทย จำกัด(มหาชน) (ต่อไปนี้เรียกว่า "บริษัท") ตา	มจำนวนที่ปรากฏในใบแจ้งหนี้และสื่อบันทึกข้อมูล (MEDIA) หรือข้อมูล
อิเล็กทร	รอนิกส์ที่ธนาคารได้รับจากบริษัท และนำเงินดังกล่าวโอนเข้าบัญเ	ชีบริษัท
บันทึกช่ ทั้งนี้ช้า จากบัญ ประสงเ ของธน ธนาคา	ข้อมูล (MEDIA) หรือข้อมูลอิเล็กทรอนิกส์เรียบร้อยแล้ว ข้าพเจ้า พเจ้าขอสละสิทธิ์ในการเรียกร้องหรือฟ้องร้องให้ธนาคารชดใช้เงิน กามใบแจ้งหนี้ และสื่อบันทึกข้อมูล (MEDIA) หรือข้อมูลอิเล็กทร บูซีเงินฝากของข้าพเจ้าได้ต่อเมื่อเงินในบัญซีมีเพียงพอในการหักบ ค์จะให้ธนาคารแจ้งการหักบัญซีแต่อย่างใด เนื่องจากข้าพเจ้าสา าคารหรือจากใบรับเงิน/ใบเสร็จรับเงินของบริษัทอยู่แล้ว ในกรณีที่เอกสารหลักฐานเลขที่บัญซีเงินฝากที่กล่าวในวรรคข้างต์ รหักบัญซีเงินฝากฉบับนี้ คงมีผลใช้บังคับสำหรับบัญซีเงินฝากหม	้ทำหนังสือนี้ และให้มีผลบังคับต่อไปจนกว่าจะได้เพิกถอน (แจ้งยกเลิก)
		ขอแสดงความนับถือ
		ผู้ให้ความยินยอม)ตามที่ให้ไว้กับธนาคาร
	สำหรับบริษัท	สำหรับธนาคาร
		🗆 ธนาคารตกลงดำเนินการตามความประสงค์ของเจ้าของบัญชี
	COMPANY CODE	🗆 ธนาคารไม่สามารถดำเนินการได้เนื่องจาก
		🗆 บัญชีปิดแล้ว 🔲 ลายมือชื่อไม่ถูกต้อง
	รับรองว่าผู้ให้ความยินยอมเป็นลูกค้าของบริษัท	🗆 เลขที่บัญชีไม่ถูกต้อง 🗆 อื่นๆ
	ลงชื่อ	ลงชื่อ
	()	(
	บริษัทหลักทรัพย์ กสิกรไทย จำกัด(มหาชน)	วันที่
	,	

คำขอใช้บริการ / เปลี่ยนแปลง บริการรับชำระเงินด้วยการหักบัญชีแบบออนไลน์ แบบไม่ออกรหัสผ่าน (ODD-SSO)



🗌 สมัครใช้บริการใหม่ 📗 เปลี่ยนแปลงข้อมูล	วันที่ (วัน/เดือน/ปี พ.ศ.)
ส่วนที่ 1: ข้อมูลทั่วไป	
🗌 นาย 🔲 นาง 🔲 นางสาว 🔲 อื่นๆ โปรดระบุ	🗌 สัญชาติไทย 🔲 อื่นๆ โปรดระบุ
ชื่อผู้สมัครใช้บริการ (ไทย):	
ชื่อผู้สมัครใช้บริการ (อังกฤษ):	
<u>ที่อยู่สำหรับจัดส่งเอกสาร</u>	
เลขที่ อาคาร ชั้น ชั้น	ตรอก/ช่อยถนนถนน
แขวง/ตำบลเขต/อำเภอ	รหัสไปรษณีย์ 🔲 📗 📗
ส่วนที่ 2 : รายละเอียดของบริการ	
ช้าพเจ้าขอรับรองว่ารายละเอียดต่างๆ ที่ให้ไว้นี้เป็นความจริงทุกประการ และช้าพเจ อัตโนมัติแบบออนไลน์ และคู่มือการใช้บริการชำระเงินด้วยการหักบัญชีอัตโนมัติแบบอ ให้บริการตังกล่าว หรือบริการประเภทอื่นของธนาคารที่มีอยู่แล้วในขณะนี้ และ/ อิเล็กทรอนิกส์ ให้ถือว่าเป็นการทำธุรกรรมทางอิเล็กทรอนิกส์ ซึ่งอยู่ภายใต้กฎหมายต เกี่ยวข้อง ที่มีอยู่ในขณะนี้ หรือที่จะมีต่อไปในภายหน้า ทั้งนี้หากเกิดความเสียหายใดๆ	บัญชีสาขา
ผู้สมัครใช้บริการ	ส่วนของเจ้าหน้าที่ธนาคาร ผลการตรวจสอบลายเซ็น ถูกต้อง ไม่ถูกต้อง เหตุผล
ลายเซ็น	ลายมือเจ้าหน้าที่ธนาคารพร้อมประทับตรา
ผู้มีอำนาจลงนามตามตัวอย่างที่ให้ไว้กับธนาคาร	

เงื่อนไขและข้อกำหนดการให้บริการชำระเงินด้วยการหักบัญชีอัตโนมัติแบบออนไลน์

เงื่อนไขและข้อกำหนดนี้ใช้บังคับระหว่าง บมจ.ธนาคารกสิกรไทย (ซึ่งต่อไปนี้จะเรียกว่า
"ธนาคาร") กับผู้ที่มีความประสงค์ที่จะใช้บริการหักเงิน และนำเงินเข้าบัญชี (ซึ่งต่อไปนี้จะเรียกว่า
"ผู้ใช้บริการ") โดยผ่านช่องทางบริการ Online Direct Debit โดยมอบอำนาจให้ธนาคารเป็นผู้มีอำนาจหัก
เงินจากบัญชีเงินฝากของผู้ใช้บริการ และ/หรือบุคคลซึ่งผู้ใช้บริการระบุ เพื่อนำเงินเข้าบัญชีเงินฝากของคู่ค้า
ของผู้ใช้บริการ และ/หรือบุคคลซึ่งผู้ใช้บริการระบุ ในการชำระหนี้ และ/หรือบรรดาภาระผูกพันต่างๆ ที่
ผู้ใช้บริการ และ/หรือคู่ค้าของผู้ใช้บริการ มีต่อกัน

- ผู้ใช้บริการสามารถชำระค่าสินค้า และ/หรือบริการได้โดยผ่านช่องทาง Online Direct Debit ในระบบ ของธนาคาร โดยมิต้องมาติดต่อธนาคาร และสามารถใช้บริการได้ตามวัน และเวลาที่ธนาคาร กำหนด
- ธนาคารจะให้บริการหักเงิน และนำเงินเข้าบัญชีเงินฝากของคู่ค้าของผู้ใช้บริการ เฉพาะรายที่มีบัญชี
 เงินฝากไว้กับสำนักงานสาขาของธนาคาร และสำนักงานสาขาดังกล่าวอยู่ในเครือข่ายของการบริการ
 ด้วยคอมพิวเตอร์ระบบออนไลน์เท่านั้น
- 3. การให้บริการตามฮัอตกลงฉบับนี้ ผู้ใช้บริการจะต้องส่งคำขอใช้บริการพร้อมด้วยคำสั่งในการนำเงิน เข้าบัญชีให้แก่ธนาคาร ในรูปของข้อมูลทางอิเล็กทรอนิกส์ ผ่านช่องทาง Online Direct Debit ตามที่ ได้ตกลงกับธนาคาร โดยผู้ใช้บริการสามารถติดต่อขอรับขั้นตอนการใช้บริการ Online Direct Debit ได้ที่ธนาคาร หรือคู่ค้าของผู้ใช้บริการโดยตรง
- 4. เมื่อธนาคารได้รับข้อมูลจากผู้ใช้บริการ หรือคู่ค้าของผู้ใช้บริการ (ในกรณีที่ผู้ใช้บริการมอบหมายให้คู่ ค้าของผู้ใช้บริการเป็นผู้ส่งคำสั่ง) ธนาคารจะดำเนินการหักเงินจากบัญชีเงินฝากของผู้ใช้บริการ และ/หรือบัญชีเงินฝากของบุคคลที่ผู้ใช้บริการระบุ ที่มีอยู่กับธนาคาร ตามจำนวนที่ผู้ใช้บริการหรือคู่ ค้าของผู้ใช้บริการได้มีคำสั่งในทันที และธนาคารจะนำเงินที่ได้จากการหักบัญชีดังกล่าวเข้าบัญชีเงิน ฝากของคู่ค้าของผู้ใช้บริการ หรือบุคคลที่ผู้ใช้บริการระบุ ภายในวันนั้น
- 5. ในกรณีที่ผู้ใช้บริการมีวงเงินกู้เบิกเกินบัญชี การสั่งจ่ายเงินนอกจากจะเป็นไปตามที่ตกลงในสัญญากู้ เบิกเงินเกินบัญชีที่ผู้ใช้บริการทำไว้กับธนาคารแล้ว ผู้ใช้บริการตกลงยินยอมให้ธนาคาร หรือคู่ค้าของ ผู้ใช้บริการ (ในกรณีที่ผู้ใช้บริการมอบหมายให้คู่ค้าของผู้ใช้บริการเป็นผู้สั่งจ่าย) เป็นผู้สั่งหักเงินจาก บัญชีเงินฝากกระแสรายวันที่มีวงเงินกู้เบิกเงินเกินบัญชีได้ด้วย โดยผู้ใช้บริการตกลงยินยอมให้ถือว่า การสั่งจ่ายเงิน หรือการหักเงินในบัญชีดังกล่าวเป็นหนี้กู้เบิกเงินเกินบัญชีตามสัญญาที่ผู้ใช้บริการมี อยู่กับธนาคารทั้งสิ้น
- หากเงินฝากในบัญชีของผู้ใช้บริการ และ/หรือบุคคลที่ผู้ใช้บริการระบุ มีไม่พอหัก หรือไม่มีเงินให้หัก หรือบัญชีปิดแล้ว หรือในกรณีที่วงเงินกู้เบิกเงินเกินบัญชีของผู้ใช้บริการได้ถูกใช้จนเต็มวงเงินแล้ว ให้ ถือว่าเป็นการหักเงินไม่ได้ และธนาคารจะไม่หักเงินจากบัญชีนั้นๆ เพื่อชำระเพียงบางส่วนของจำนวน ที่ระบุในคำสั่งให้หักเงินจากบัญชีนั้นๆ ด้วย อย่างไรก็ดี ไม่ว่าด้วยกรณีใดๆ ก็ตาม หากธนาคารได้ จ่ายเงิน และ/หรือนำเงินเข้าบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการระบุไปแล้ว ผู้ใช้บริการจะต้องคืน เงินจำนวนดังกล่าวให้แก่ธนาคาร หรือให้ธนาคารมีสิทธิที่จะหัก หรือถอน หรือเดบิตบัญชีเงินฝากอื่น ใดของผู้ใช้บริการที่มีอยู่กับธนาคาร ตามจำนวนที่จ่าย หรือเข้าบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการ ระบุนั้นไปคืนได้ และหากการหัก หรือเดบิตบัญชีเงินฝากดังกล่าวทำให้บัญชีเงินฝากของผู้ใช้บริการมี ยอดเป็นลูกหนี้ธนาคาร หรือมียอดเป็นลูกหนี้เพิ่มขึ้นไม่ว่าเป็นจำนวนเงินเท่าใดก็ตาม ผู้ใช้บริการ ยอมให้ถือว่ายอดที่ผู้ใช้บริการเป็นลูกหนึ้ หรือที่เป็นลูกหนี้เพิ่มขึ้นนั้น เป็นเงินที่ผู้ใช้บริการเบิกเกิน บัญชีไปจากธนาคาร ซึ่งผู้ใช้บริการตกลงชำระดอกเบี้ยซึ่งคำนวณจากเงินที่ค้างชำระนั้นได้ ในอัตรา ดอกเบี้ยผิดนัดที่ธนาคารประกาศเรียกเก็บจากลูกค้าโดยทั่วไป และในกรณีที่ธนาคารประกาศ เปลี่ยนแปลงอัตราดอกเบี้ยผิดนัดดังกล่าวข้างต้นเมื่อใดก็ตาม ผู้ใช้บริการยินยอมให้ธนาคาร เปลี่ยนแปลงอัตราดอกเบี้ยผิดนัดดังกล่าวได้ทันที โดยไม่จำต้องทำความตกลงยินยอมเป็นลายลักษณ์ อักษรใดๆ อีก
- การหักเงินจากบัญชีของบุคคลซึ่งผู้ใช้บริการระบุ จะต้องอยู่ภายใต้เงื่อนไข ดังนี้
 - 7.1. ในกรณีที่บุคคลที่ผู้ใช้บริการระบุ ไม่มีบัญชีเงินฝากอยู่กับธนาคาร ผู้ใช้บริการจะต้อง ดำเนินการให้บุคคลที่ผู้ใช้บริการระบุ เปิดบัญชีเงินฝากไว้กับธนาคาร
 - 7.2. ธนาคารจะทำการหักเงินของบุคคลซึ่งผู้ใช้บริการระบุ ก็ต่อเมื่อบุคคลซึ่งผู้ใช้บริการระบุได้ทำ ความตกลง หรือมีคำสั่งเป็นลายลักษณ์อักษร เป็นที่พอใจแก่ธนาคาร ให้อำนาจธนาคารใน การหักเงินจากบัญชีเงินฝากของตนเข้าชำระหนี้ และ/หรือความผูกพันใด ๆ ให้แก่ผู้ใช้บริการ
 - 7.3. ธนาคารจะหักเงินจากบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการระบุ เฉพาะรายที่มีเงินอยู่ในบัญชี เพียงพอที่จะหักได้เท่านั้น
- 8. ในกรณีที่เกิดความผิดพลาดในการหักเงินจากบัญชี ไม่ว่าด้วยเหตุใดๆ ก็ตาม ผู้ใช้บริการยินยอม ให้ธนาคารมีอำนาจแก้ไขความผิดพลาดที่เกิดขึ้นนั้นให้ถูกต้องได้ตามความเป็นจริง รวมทั้งตกลง ยินยอมให้ธนาคารดำเนินการหักเงินจากบัญชีของผู้ใช้บริการ เพื่อเป็นการแก้ไขข้อผิดพลาดที่ เกิดขึ้นได้ทันที โดยมีจำต้องแจ้งให้ผู้ใช้บริการทราบล่วงหน้า และหากความผิดพลาดบกพร่อง

- ดังกล่าว เป็นเหตุให้ธนาคารต้องจ่ายเงินแทนไป ผู้ใช้บริการตกลงชำระคืนให้แก่ธนาคารจน ครบถ้วน
- 9. การกระทำใดๆ ของผู้ใช้บริการ และ/หรือคู่ค้าของผู้ใช้บริการ โดยผ่านบริการดังกล่าว ถือว่า ถูกต้องสมบูรณ์ หากเกิดความเสียหายใดๆ ขึ้นต่อธนาคาร ไม่ว่าด้วยเหตุใดก็ตาม ผู้ใช้บริการต้อง รับผิดชอบชดใช้ให้แก่ธนาคารจนสิ้นเชิง
- 10. ภายหลังจากการหักเงิน และ/หรือโอนเงินเข้าบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการระบุเรียบร้อย แล้ว ธนาคารขอสงวนสิทธิที่จะแจ้งหรือไม่แจ้งให้ผู้ใช้บริการทราบก็ได้ ถ้าในกรณีที่ธนาคารได้แจ้ง ให้ผู้ใช้บริการทราบถึงการหัก และ/หรือโอนเงินเข้าบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการระบุแล้ว ถ้าไม่มีการทักท้วงภายใน 7 (เจ็ด) วันทำการ จะถือว่าการดำเนินการของธนาคารถูกต้องทุก ประการ
- 1. ในกรณีที่มีความผิดพลาดในการหักเงิน และ/หรือโอนเงินเข้าบัญชีเงินฝากของบุคคลซึ่ง ผู้ใช้บริการระบุเกิดขึ้น เนื่องจากความผิดพลาดของข้อมูลที่ได้รับจากผู้ใช้บริการ และ/หรือไม่ว่า ด้วยเหตุผลประการใด ๆ ก็ตาม ผู้ใช้บริการตกลงจะดำเนินการเรียกร้องเงินจำนวนดังกล่าวจาก บุคคลซึ่งผู้ใช้บริการระบุโดยตรง ทั้งนี้ โดยผู้ใช้บริการขอสละสิทธิในการเรียกร้องให้ธนาคารหัก หรือถอนเงินจากบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการระบุ ตามข้อมูลที่ธนาคารชดใช้เงินที่ธนาคารได้นำเข้าบัญชีเงินฝากของบุคคลซึ่งผู้ใช้บริการระบุ ตามข้อมูลที่ธนาคารได้รับจากผู้ใช้บริการ ไม่ว่าในรูปแบบใด อีกทั้งผู้ใช้บริการขอรับรองว่าจะไม่ กระทำการใด ๆ อันมีผลให้ธนาคารต้องเข้ามีส่วนร่วมใด ๆ ในข้อพิพาทระหว่างผู้ใช้บริการ กับ บุคคลซึ่งผู้ใช้บริการระบุ และหากผู้ใช้บริการระบุเป็นอีกส่วนหนึ่งต่างหาก
- 12. หากเกิดความผิดพลาด บกพร่องของระบบการให้บริการของธนาคาร อันเกิดจากระบบ คอมพิวเตอร์ ระบบไฟฟ้า หรือเพราะเหตุอื่นใดซึ่งธนาคารไม่อาจคาดหมาย หรือไม่อยู่ภายใต้การ ควบคุมจัดการของธนาคารแล้ว ธนาคารไม่จำต้องรับผิดชอบในความผิดพลาด หรือบกพร่อง หรือความเสียหายใด ๆ อันอาจเกิดชื้นทั้งสิ้น
- 13. ผู้ใช้บริการตกลงจะชำระค่าธรรมเนียมการให้บริการแก่ธนาคาร ตามกำหนดเวลาที่ได้ตกลงไว้กับ ธนาคารและอัตราที่ธนาคารกำหนด โดยยินยอมให้ธนาคารหักบัญชีเงินฝากของผู้ใช้บริการที่มี อยู่กับธนาคารเพื่อชำระค่าธรรมเนียมตามรายการที่เกิดขึ้น

ทั้งนี้ ธนาคารขอสงวนสิทธิที่จะเปลี่ยนแปลงอัตราค่าธรรมเนียมดังกล่าวช้างต้นได้ตาม อัตราที่ธนาคารพิจารณาเห็นสมควรเมื่อใดก็ได้ โดยธนาคารจะแจ้งให้ผู้ใช้บริการทราบล่วงหน้าไม่น้อย กว่า 30 (สามสิบ) วัน ก่อนที่การเรียกเก็บค่าธรรมเนียมอัตราใหม่จะมีผลใช้บังคับ

- 14. เพื่อให้การบริการบรรลุตามวัตถุประสงค์แห่งข้อตกลงนี้ ผู้ใช้บริการจึงขอมอบอำนาจให้ธนาคาร หักเงินจากบัญชีเงินฝากของผู้ใช้บริการที่มีอยู่กับธนาคาร เพื่อดำเนินการตามวิธีการแห่งข้อตกลง ฉบับนี้ต่อไป และผู้ใช้บริการจะไม่ยกเลิกเพิกถอนการมอบอำนาจดังกล่าวนี้จนกว่าจะยกเลิก ข้อตกลงต่อกันเป็นลายลักษณ์อักษร.
- 15. ในกรณีที่มีกฎหมาย ประกาศ หรือระเบียบของทางราชการ กำหนดให้ธนาคารต้องเปิดเผย ข้อมูล หรือธุรกรรมการเงินของผู้ใช้บริการ ต่อเจ้าหน้าที่ หรือหน่วยงานของรัฐ เมื่อธนาคารได้รับ การร้องขอ ผู้ใช้บริการตกลงยินยอมให้ธนาคารเปิดเผยข้อมูล และ/หรือจัดทำรายการเกี่ยวกับ การทำธุรกรรมทางการเงินของผู้ใช้บริการต่อเจ้าหน้าที่ หรือหน่วยงานของรัฐได้ทุกประการ
- 6. ธนาคารขอสงวนสิทธิในการเปลี่ยนแปลงเงื่อนไข และข้อกำหนดการให้บริการรับชำระเงินด้วย การหักบัญชีอัตโนมัติแบบออนไลน์ ได้ตามแต่จะเห็นสมควร นอกจากนี้ธนาคารมีสิทธิที่จะยกเลิก บริการดังกล่าวได้ไม่ว่าทั้งหมดหรือบางส่วน หรือเฉพาะแต่ผู้ใช้บริการรายใดรายหนึ่งมื่อใดก็ได้ โดยธนาคารจะแจ้งให้ทราบล่วงหน้าไม่น้อยกว่า 30 (สามสิบ) วัน และในกรณีที่ผู้ใช้บริการ ประสงค์จะยกเลิกการใช้บริการ ผู้ใช้บริการจะต้องแจ้งเป็นลายลักษณ์อักษรให้ธนาคารทราบ ล่วงหน้าไม่น้อยกว่า 30 (สามสิบ) วัน ก่อนวันที่จะมีผลเป็นการยกเลิกการใช้บริการ

หน้า 2 / 2 CHAODD005





Questionnaire for Customer Risk Profile Assessment

I.	Personal Data				
Ques	stion 1-4 : For Individual Inv	estor			
	Age	<u></u>			
			(B) 35 – 60 years		(C) under 35 years
2	Education				
۷.	(1) Below Bachelor's [Degree (2) Bachelor's Degree or Above			
3.	(1) Less than Baht 1 M		ties mean mutuai fur	a or depenture	or equities or government bond or derivatives)
	(2) Baht 1 – 3 Million	/IIIION			
	(3) More than Baht 3 I	Million			
4.	•	•			re or equities or government bond or derivatives)
	(1) No	(2) Less than 1 y	/ear	(3) 1-5 years	(4) More than 5 years
Ques	stion 5-9 : For Individual Inv	estor and Juristic F	<u>Person</u>		
5.	The estimated period that y	you will not need to	use "the money you	intend to invest	ניי
	(1) Less than 1 year	(2) 1-3 years		(3) 3-7 years	(4) More than 7 years
6.	Do you need returns from	the money you int	end to invest" to use	for your regular	expenditures?
	(1) Need most	(2) Need some		(3) No need	
7.	The ratio of "the money yo	u intend to invest"	to your total assets		
	(1) More than 60 %	(2) 30-60 %		(3) 10 – 30 %	(4) Less than 10 %
8.	Investment in highly-volatile	e securities, for ins	tance, equities and c	lerivatives, often	generates high returns in the long term but there is
ris	sk of incurring huge losses.	What level of inves	stment risk can you a	ccept?	
	(1) The least. I prefer be the lowest.	investment that ge	nerates regular cash	flow and ultimat	e security in investment, even though the returns wi
	(2) A certain level. I ca	an accept some ris	k from investment los	s in order to inc	rease the chance of high returns in the long term.
	(3) Moderate. I can ac	cept reasonable ris	sk in order to create	a chance for hig	her returns in the long term.
	(4) High. I can accept	the highest risk in	order to create a cha	ince for the high	est returns in the long term.
9.	Your acceptable amount of	loss for your inves	stment at a time?		
	(1) Can not take any los	SS			
	(2) Less than 10 % of in	nvestment amount			
	(3) 10 – 30 % of investr	ment amount			
	(4) More than 30% of in	vestment amount			
<u>Part</u>	II and Part III : For Individua	al Investor and Juri	stic Person		

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II. For investment in foreign securities and mutual funds with a policy of foreign investment by 20 percent of NAV or higher

10. In addition to investment risk, are you able to accept foreign exchange rate risk?

- (1) Not acceptable
- (2) Slight risk is acceptable
- (3) Total risk is acceptable





III. For derivatives investment

11. Successful de	erivatives i	nvestment has	s high return.	On the	other hand,	investors	can lose	all of	their	investment	and n	nust i	ncrease
more capital. Are	you able f	to accept this	?										

(1) Not acceptable	(2) Slight risk is acceptable	(3) Total risk is acceptable
Risk Profile Assessment Result:		_
NISK FIOIIIE ASSESSITIETIL RESUIL.		
Dial Darfila Assessment Descrit		
Risk Profile Assessment Result:		
Please add up the scores from ques	tion 1 – 9. Total score is	

Risk Level Scores		Type of Investor	Investment Risk Tolerance and Suitable				
Individual	Juristic Person		Type of Financial Instruments				
Below 10	Below 6	Low-risk investor 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.	You are suitable to invest in Debt instrument Equity instrument (small portion) Mutual Fund risk level 1				
10 - 11	6 - 7	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.	You are suitable to invest in Debt instrument Equity instrument (partial portion) Mutual Fund risk level 1 - 4				
12 - 16	8-12	Medium-to-moderate-high-risk investor This type of investor is able to accept investment loss occasionally.	You are suitable to invest in Debt instrument Equity instrument (moderate portion) Mutual Fund risk level 1 - 5				
17 - 21	13-17	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 to grow over the long term.	You are suitable to invest in Debt instrument Equity instrument (quite a large portion) Derivatives (partial portion) Mutual Fund risk level 1 - 7				
22 and higher	18 and higher	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.	You are suitable to invest in Debt instrument Equity instrument Derivatives (partial portion) Mutual Fund risk level 1 - 8				





Disclaimer

- Investment in financial instrument contains risk. Client should study relevant investment information prior to making investment decision.
- Client agrees to provide information to the officer of Kasikorn Securities ("Company") who will use to conduct Risk Profile Assessment.
 Client also acknowledges that this questionnaire is used for the benefit of his/her investment risk awareness.
- Client certifies that the information provided is true and correct.
- Risk profile is assessed from information clarified by client. 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 the client's risk profile assessment and informs the assessment result to the client, the company shall assume that client has already realized his/her risk profile 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
 marketing officer who can provide investment recommendation to client carefully.
- In addition, client should study his/her risk profile assessment result in order to support his /her decision making to invest in securities, futures, options, or other types of financial instrument suitable to client. Information relevant to investment or other financial instruments received from Company's representatives (if any) is only a partial factor to assist in decision making on investment by client.
- Decision making on investment depends on client's own decision which shall not bind with risk profile assessment result and may not follow risk level 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 risk profile assessment, the Company hereby agrees to assume that client agrees to bear all risk arising from such investment himself/herself. Besides, client accepts that his/her investment may not be in accordance with the risk profile assessment result, not the same as his/her investment risk profile assessment and may change from the assessment result.
- In case there is client's request, Company will provide relevant product information and risk associated with such product in order to assist client in making his/her decision on investment.
- The Company and its management, employee, representatives, and 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 risk profile assessment form in order to assess client's risk profile and any relevant information without prior notice.

Questionnaire for Customer Risk Profile Assessment and any related action and information are applied only to the investors in Thailand only. Client has read and understand the above warning, relevant information and agrees to abide by such warning and relevant obligation.

Equity W	/ealth Manager	
	Name	
	Sign	 Date
Client		
	Name	
	Sign	 Date