

Made at **RHB Securities (Thailand) Public Company Limited**

Date \_\_\_\_\_

This Agreement is made between I, \_\_\_\_\_, (hereinafter referred to as the “**Customer**”) as one party; and **RHB Securities (Thailand) Public Company Limited**, a juristic person incorporated under Thai law, with its registered office located at the Sathorn Square Office Tower, Floors 8 and 10, 98 North Sathorn Road, Silom Sub-district, Bang Rak District, Bangkok (hereinafter referred to as the “**Company**”), as the other party.

**Whereas**, the Company operates a securities business, acting as a securities broker in the Purchase and/or sale of securities, redemption, and switching investment units in mutual funds, which is under the management of the Asset Management Company, including providing investment advice and/or entering into a transaction or relevant account or commencing any businesses in relation to a securities business;

**Whereas**, the Customer wishes to appoint the Company to act as their brokerage agent for securities, investment units, or any other related transactions for the Customer and authorizes the Company to act with full power in all transactions. The Company also wishes to be appointed and authorized as such in order to achieve the objective. The Customer agrees to enter into the Brokerage Equity Agreement and open any accounts related to the Company’s transactions. Therefore, both parties agree as follows:

#### Chapter 1 Definitions

1. Unless otherwise expressly provided in this Agreement, including any amendments to the definition that are made hereafter, the following terms shall have the meanings as given: “**Customer**” means any person who is a contracting party to this Agreement with the Company, including any person who is expressly or implicitly authorized by the Customer to perform any acts and take any actions on behalf of the Customer;

“**Securities**” means equity securities, such as shares, investment units, certificates representing rights to Purchase shares, warrants for the Purchase of investment units, Transferable Subscription Rights, derivative warrants, foreign exchange-traded funds (ETFs), and any other securities similar to those securities; and debt securities, such as treasury bills, bonds, debentures, convertible debentures, short-term debentures, debentures issued through securitization, debenture warrants for the Purchase of investment units, or any other securities or instruments as specified by the Office of the Securities and Exchange Commission;

“**Assets**” means cash, securities, derivatives, and/or any other assets that the Customer has placed with the Company to repay debts to the Company, and/or for the purpose of setting limits for securities trading, including any benefits arising from such assets, such as dividends and interests;

“**Purchase**” means a purchase of, and including a subscription for, Securities;

“**Cash Balance Account**” means a cash account that is used for trading Securities with the Company, for which Customer has deposited money in advance to the Company in full before trading, or has an agreement with the Company to deduct money as according to the Company’s instructions, from the deposit account of the Customer that has been deposited in full to Purchase Securities before trading, or for the Company to transfer money for the sale of Securities to such an account;

“**Username, Password, and PIN Code**” means the personal password of the Customer assigned by the Company for the purpose of trading through the Internet System, and/or to perform in accordance with the Agreement;

“**Company**” means RHB Securities (Thailand) Public Company Limited, including any authorized persons acting on behalf of the Company, such as attorneys, employees, or persons assigned by the Company under this Agreement;

“**Asset Management Company**” means an asset management company that enters into an agreement with the Company to act as agents, brokers, or sales agents of mutual funds according to specified conditions;

“**Mutual Funds**” means an investment project pooling and managing the money of investment unit purchasers for the purpose of generating returns for the fund;

“**Investment Units**” means investment units of Mutual Funds issued by Asset Management Company according to the Securities and Exchange laws, announcements, regulations, or orders issued in pursuant of the said laws, and equity instruments, debt instruments, money market securities, or any other products specified by the Mutual Funds and/or the SEC in the future;

“**Fund Switching**” means the practice of selling Investment Units of a Mutual Fund (the source fund), and using the proceeds to buy Investment Units in another Mutual Fund (the target fund), where both Mutual Funds can be from the same or different fund houses;

“**Transactions Relevant to the Agreement**” means a transfer, acceptance of transfer, acceptance of delivery, delivery, or any other actions related to trading, Fund Switching, and transactions regarding the Securities Exchange, SEC, and Asset Management Company;

“**Internet System**” means electronic transactions using computers and electronic equipment connected between the networks of the Company, the Customer, the Securities Exchange, the SEC, Asset Management Company, and service providers that can communicate with each other to purchase, sell, and switch Investment Units. It also includes transactions relevant to information retrieval contracts, copies of data files, and utilization of any other programs under this Agreement;

“**Securities Exchange**” means the Stock Exchange of Thailand, the Market for Alternative Investment (MAI), a stock dealing center, a derivatives exchange, and/or any center operating as secondary market for trading Securities established under the law;

“**SEC**” means the Securities and Exchange Board, the Securities and Exchange Commission, and/or the Capital Market Supervisory Board;

“**Securities Depository Center**” means Thailand Securities Depository Co., Ltd., and/or other persons, juristic persons, or organizations that are centers for securities depositing and withdrawal services, including related services for the purpose of clearing securities accounts;

“**Clearing House**” means Thai Clearing House (Thailand) Co., Ltd., and/or other persons, juristic persons, or organization that are centers for securities deposit and withdrawal services, including related services for the purpose of clearing securities accounts;

“**Applicable Laws**” means the Securities and Exchange Act B.E. 2535 including its amendments from time to time, rules, regulations, notifications, or orders issued in pursuant

of the said act by relevant official as well as laws and regulation which are applicable to security as may be amended from time to time.

**"Business Day"** means a business day on which the Stock Exchange of Thailand opens for operation;

**"Anti-Money Laundering and Counter Terrorism Financing and Proliferation of Weapon of Mass Destruction Law"** means the Counter-Terrorism and Proliferation of Weapon of Mass Destruction Financing Act, including any relevant royal decrees, ministerial regulations, rules, notifications, and amendments thereof.

#### **Chapter 2 Appointment of Brokerage Agent and Broker and Authorization**

2. The Customer hereby appoints and authorizes the Company to act as the Customer's agent, broker, and/or Customer's attorney, for which the Customer will prepare a Power of Attorney for the aforementioned purposes, or the Customer may consider this Agreement as a legitimate power of attorney for trading both listed and unlisted Securities inside and outside of the Securities Exchange. The Customer agrees that the foregoing authorization grants the Company the power to take any actions to achieve the purposes of this Agreement, including the following:

2.1 To Purchase, sell, transfer, accept the transfer of, and subscribe to all types of securities both inside and outside the Securities Exchange, including delivery acceptance and delivery of the securities, dividends, interests, or any benefits related to the Securities of the Customers;

2.2 To make payment of the Securities Purchase and Brokerage Fees, including any taxes and other expenses related to trading the Customer's Securities, and request payment for the sale of Securities;

2.3 To withdraw, deposit, and maintain the Customer's Securities and Assets deposited with the Securities Depository Center or any Securities custodians;

2.4 To appoint and remove agents or any other subordinate agent, to perform any acts as specified under this Agreement;

2.5 To sign any documents or instruments related to the operations listed in Clauses 2.1 through 2.4 on behalf of the Customer;

2.6 To perform any necessary and appropriate actions to achieve the purposes for the powers provided in this Agreement;

3. The Customer hereby agrees and consents to provide and notify upon request, the following listed information, with explanations or commentary related to such information, to the Company, the Securities Depository Center, Securities registrar, Clearing House, and/or the SEC:

3.1 information to verify the true identity of the Customer and beneficiaries from the purchase and/or sale of listed Securities, of all Customers and at all levels;

3.2 objectives or intentions of the Customer's purchase and/or sale of Securities;

3.3 information related to the Customer's purchase and sale of Securities; and

3.4 In the event that a purchase and/or sale of Securities is made by the Customer on behalf of any other person(s), or traded, cleared, and/or held transactions through the omnibus account, the Customer hereby agrees and consents to inform, notify, and provide an explanation of the information listed in Clauses 3.1, 3.2, and 3.3, regarding every such related person(s) the Customer knows, or should have known, since executing such orders to purchase and/or sell Securities.

#### **Chapter 3 The Purchase and Sale of Securities and Trading Limits**

4. When placing orders for the purchase or sale of Securities under this

Agreement, the Company determines the Securities trading limit. The Company shall have discretion to increase or decrease the Securities trading limit at any time, and without the prior consent of the Customer. The Customer shall abide by such increase or decreases in the limit, and agrees to purchase and/or sell Securities up to the limit set by the Company after deduction of all liabilities of the Customer to the Company. Furthermore, the Company shall be entitled to refuse executing a Customer's purchase order that exceeds the trading limit. In the event that the Customer fails to pay the Purchase price, the difference in offsetting such a price to the Company in full, or until the Company has sold the Securities that the Customer assigned to purchase but did not pay as scheduled, the Customer agrees to accept the Company's refusal to execute such an order, and will not make any claim for damages or expenses incurred against the Company.

5. The Customer agrees to pay the Company brokerage fees and any other fees at the rate prescribed by the Company, including any taxes, duties, and other related expenses (if any) incurred from performance of the Company's duties to the Customer, in each transaction under this Agreement.

6. The Customer agrees to be liable for any actions of the Company performed as the agent and/or broker assigned under Clause 2, in the event the Customer makes a Purchase or sale order verbally, in writing, or by any other means such as telephone, facsimile, internet. The Customer shall confirm such a Purchase or sale order, including the name, amount, and price of the Securities, in writing to the Company within the day of the issued order, or at the latest, within the next business day or the date the Customer receives confirmation from the Company. If the Customer does not either confirm or object within such a period, it shall be considered evidence of the Customer's order to the Company, and the Customer is deemed to have accepted such evidence.

#### **Chapter 4 Provision of Assets as Collateral**

7. Before Securities trading with cash, the Customer agrees to provide their asset as collateral in accordance with the rules and regulations of the Securities Exchange, SEC, or relevant regulations, which the Company will notify the Customer of from time to time.

#### **Chapter 5 Delivery of Securities**

8. In the event the Customer places an order to sell Securities, the Customer must deliver the Securities to be sold to the Company, before placing an order to sell, by 12:00 p.m. on the first Business Day following the date of sale of the Securities (T+1), or within the period prescribed by the Securities Exchange (as the case may be). If the Customer does not deliver such Securities, or does not have enough Securities to deliver to the Company by the aforementioned period, the Customer allows the Company to Purchase the same type and amount of such Securities from the Securities Exchange from other persons, or any places at any price for either immediate delivery, or any other period specified by the Company as appropriate, without giving notice to the Customer. The Customer shall be liable for the fines from relevant organizations and any other damages incurred by the Company, due to the Customer's failure to deliver such Securities in full.

Furthermore, the Customer agrees to pay the fines at the rate specified by the Company, as well as any damages arising from the non-delivery of such Securities, and from the Purchase of Securities to be delivered instead. The Customer agrees to be solely responsible for all such damages.

**The Company shall pay the selling prices of sold Securities to the Customer on the day specified, by the second Business Day following the date of sale of the Securities (T+2), or within a period specified by the Securities Exchange, Clearing House, or Company.**

#### Chapter 6 Payment

9. When the Customer orders the Purchase of Securities, and the Company is able to Purchase such Securities, in whole or in part, the Customer must pay the Company the Purchase price of the Securities, together with any fees, brokerage fees, commission fees, taxes, and any other expenses incurred, by the second Business Day from the Purchase date, or on any other date specified by the Securities Exchange, Clearing House, or Company. Regardless of whether or not the Customer has ordered the sale of, or sold, the Securities, the Company will deliver the Securities to the Customer by the third Business Day from the Purchase date, or on any other date specified by the Securities Exchange, Clearing House, or Company. **However, the Company may arrange a cash settlement, as according to the rules, methods, and conditions specified by the Securities Exchange, Clearing House, or Company, if the Company has not received all of the Securities in accordance with the Clearing House guidelines on allocation.** The Customer agrees to allow the Company to allocate Securities to the Customer at the discretion of the Company. The Company reserves the right to consider such allocation of Securities, to be for the utmost benefit of all Customers of the Company.

The Customer agrees to allow the Company to deduct the Purchase price from the Customer's deposit account in the Automated Transfer System ("ATS account"), the Cash Balance Account, or any other means specified by the Securities Exchange, Clearing House, or Company. However, if the Customer is a juristic person, the Customer may pay for the Securities Purchase price by issuing a crossed check to the Company, transferring money to the Company's deposit account, or any other means specified by the Securities Exchange, Clearing House, or Company as appropriate.

**In the event that the Customer wishes to change the ATS account number, the Customer shall notify the Company in writing, at least 2 months in advance.**

#### Chapter 7 Forced Sale of Securities

**10. In the event that the Customer does not pay the Purchase price of the Securities within the period specified in Clause 9, the Customer agrees that the Company shall be entitled to sell such Securities in the Company's possession, including the Securities for which the Customer failed to pay the Purchase price, to any person, either immediately, or by the period and price the Company deems appropriate, without any prior notice to the Customer. The Customer agrees to compensate all damages incurred from the sale of such Securities. The Company will use the proceeds received from such sales, to pay for the brokerage fees, stamp duty, and any expenses incurred before/after (if any), and use the remaining amount to pay for the Purchase of Securities. In the event any amount remains from the proceeds, the Company will return such an amount to the Customer.** However, if the proceeds are not sufficient for the payment for the Purchase of Securities, the Customer agrees to immediately pay the Company the deficit amount. The Customer further agrees to pay a fine at the rate specified by the Company, and a default interest on the outstanding debt at the rate of 15 (fifteen) percent per annum, or at the rate determined by the Company's notification, which may be subject to change from time to time, without providing prior notice or evidence to the Customer, from the date of default until the date of full payment.

When the Company exercises its rights under this Agreement to proceed with the forced sale of the Customer's Securities, the Customer agrees not to demand any compensation or damages from the Company, even if it appears that the prices were below the market price, or the market price increased after the forced sale.

11. In the event that the Customer has outstanding debts to the Company, if the registrar announces the closure of the register of any Securities, whether the subscription of capital increases, or in case of dividend payment, the Customer agrees that the Company shall have authorization to perform the appropriate actions, sign the share subscription form, and accept the new shares to which Customer is entitled to subscribe. The Customer shall be responsible for paying the subscription price for such shares. The Customer further agrees that the Company shall hold such share certificates as collateral for the outstanding debt of the Customer. In addition, **the Customer also agrees to allow the Company to use the dividends received to pay for the outstanding debts of the Customer, until such outstanding debts are fully paid.**

12. When the Company has complied with the Customer's sale order for the sale of the Customer's Securities, the Company shall pay for the sale of such Securities after deducting brokerage fees, taxes, and other expenses incurred (if any) to the Customer, by transferring the proceeds from the sale of Securities to the Customer's deposit account in the Automated Transfer System ("ATS account"), transferring the proceeds to the Customer's Cash Balance Account, or by any other means specified by the Securities Exchange, Clearing House, or Company. However, if the Customer is a juristic person, the Company may proceed by any other means as specified by the Securities Exchange, SEC, Clearing House, or Company as appropriate. The Company will pay within two (2) Business Days of the date of sale of the Securities, or any other period specified by the Securities Exchange, Clearing House, or Company (as the case may be). If the Customer wishes to change the ATS account number, the Customer must proceed in accordance with Clause 9.

13. In the event that the Customer delivers Securities to the Company for sale, the Customer certifies that it owns such Securities, free and clear of any pledges, claims, or encumbrances from any other persons.

14. The Customer agrees that placing orders to purchase and/or sell Securities is in accordance with the name, category, type, quantity, and price of the Securities the Customer desires to sell and/or purchase. Such orders do not a specific holder or purchaser, nor do they indicate that the Securities have specific characteristics. In this regard, the Company may accept or deliver the same type and quantity of Securities as a replacement.

15. The Customer agrees that in the Purchase and sale of Securities pursuant to their order, the Company shall have the power to purchase or sell Securities on behalf of the Company as a contracting party and/or the broker of other person.

16. The Customer agrees that the Company shall not be obligated to accept or fulfill orders for purchase or sale of the Securities at all times. The Company may decline such orders without providing a reason to the Customer, and the Company shall not be liable to the Customer if it is unable to execute the purchase or sale of the Securities, in whole or in part, in accordance with the order placed by the Customer, unless it is due to fraud or gross negligence on the part of the Company that is not caused by the Customer's fault under this Agreement.

17. The Customer agrees that the Company shall retain any Securities purchased according to the Customer's order and/or any Securities purchased for the benefit of the Customer according to this Agreement or any future agreements with the Company and/or any assets and/or any benefits deposited with or assigned the Company as collateral for the repayment of any outstanding debts, regardless of whether each item of Securities, assets, or rights is collateral only for liabilities arising from trading in that specific item. The Customer agrees to allow the Company to retain such assets until the Customer pays the outstanding debts to the Company in full. The Customer also agrees to allow the Company to use cash, sell Securities or assets, or take benefits from the Customer's Securities such as interest and/or dividends, without notice, to pay the outstanding debts to the Company in full.

### Chapter 8 Investment Units

#### 18. General Conditions

18.1 For the purposes of paying the purchase price, redeeming Investment Units, or receiving investment benefits in Investment Units under this Agreement, the Customer agrees that the Company will debit the Purchase price, including investment benefits, from the sale price into the Customer's deposit account that has notified the Company according to the Letter of Consent for Debit Account. If the Customer wishes to change the ATS account number, the Customer must in accordance with Clause 9.

18.2 Order documents for the Purchase, redemption, Fund Switching, or other related documents, including the announcements or regulations of the Company, issued on the date of this Agreement or in the future, shall be considered part of this Agreement.

18.3 The Customer agrees and acknowledges that Purchasing, redeeming, or Fund Switching may not be able to perform in accordance with the purpose of this Agreement, if the Customer or a person related to the Customer, holds Investment Units in Mutual Funds in an amount more than 1/3 of the total outstanding Investment Units, or exceeds the amount specified in the SEC rules and regulations, and relevant amendments.

19. The Customer agrees to appoint and authorizes the Company to act as an agent and/or broker of the Customer to carry accounts, whether on an omnibus or fully disclosed basis, to Purchase, sell, and switch Investment Units. The Customer further appoints the Company as an attorney to carry out transactions relating to the Purchase, sale, and switch Investment Units on behalf of the Customer, for which the Customer agrees to be bound by such orders. The order may be made verbally, in writing, or via telephone, facsimile, computer, electronic communication tools, internet network, or any other means generally accepted as customary practice in the Securities Exchange when trading Securities. The order that the Company receives shall be considered as the order of the Customer, and the Customer shall accept the consequences of such an order as if they had issued the order themselves. Regarding such orders, the Company shall have the power to take actions on behalf of the Customer as follows:

19.1 to Purchase, sell, switch, transfer, accept transfer of, accept delivery of, deliver, and possess Investment Units;

19.2 To edit the personal information of the Customer;

19.3 To appoint and remove subordinate agents to perform acts as specified under this Agreement;

19.4 To sign instruments related to the Purchase, redemption, and/or switch of Investment Units, and/or any other related documents, as well as submit the orders of Purchase, redemption, and/or Funds Switching under Asset Management Company

through electronic channels, or any other methods specified by Asset Management Company;

19.5 To make payments for the purchase of Investment Units to Asset Management Company;

19.6 To redeem Investment Units, including any investment benefits in Investment Units, to be credited to the deposit account that the Customer has notified to the Company, or has notified any changes to thereof;

19.7 To acknowledge information related to the Purchase, redemption, and/or Funds Switch and the Customer's Investment Units holdings, and deliver such information and certificates representing the rights in the Investment Units to the Customer;

19.8 To coordinate and sign any documents related to the Customer, conduct any related transactions, and/or perform any acts necessary to achieve the purposes of this Agreement and/or to fulfill the aforementioned acts; and

19.9 The Customer and the Company agree that this Agreement shall constitute a power of attorney for the Company to perform acts under this Agreement without preparing another separate power of attorney.

#### 20. Purchase, Redemption, or Funds Switching

20.1 Before submitting orders for Purchases, redemptions, or Funds Switching, the Customer has read and fully understood the Investor Handbook, Investment Prospectus, fact sheet, and/or any other related documents.

20.2 The Customer agrees to be bound by the orders for Purchases, redemptions, or Funds Switching, whether in writing, verbally, by telephone, facsimile, via Internet System or any electronic system, or any other methods generally accepted as customary practice for such orders.

20.3 The Customer accepts and fully understands that placing orders or conducting transactions through the Internet System, or any electronic system, is an exclusive right. The Customer agrees that it shall keep its Username and Password confidential, and take adequate safety measures to ensure prevention of unauthorized use of its username and password. The Customer agrees to be responsible for the username and password, and/or any other methods that the Company has specified, and to be bound by them as if they were performing the actions themselves. The Customer represents and warrants that it has full knowledge and understanding of the rules and procedures trading Securities, and/or conducting transactions, through the Internet System, and accepts the risks regarding the internet network. The Customer agrees and fully understands that by placing orders or performing any actions through the Internet System, or any electronic system, is the responsibility of the Customer to verify, due to the risks and potential problems such as the loss of information during order placement, delay in the delivery of information, failure to send information, errors and inaccuracy of received information, failure of electronic communications or computer system of the Customer or the Company, including any disruptions in placing or receiving orders through the Internet System, or any electronic system, making it unable to comply with the aforementioned orders. Regarding such risks and potential problems, the Customer may not claim damages against the Company.

20.4 The Customer accepts and fully understands that the rules and conditions for any purchases, redemptions, or Funds Switching shall be as specified in a particular Mutual Funds prospectus. If the Company or the Customer cannot comply with the terms and



conditions specified in the Mutual Funds prospectus, the Company may immediately terminate such transactions.

Termination of an order, redemption, or Funds Switch shall be in accordance with the rules and conditions specified in the Mutual Funds prospectus. The Company shall announce the list of Mutual Funds under this Agreement to the Customer in accordance with the methods specified by the Company. The Company reserves the right to change the number of Mutual Funds.

20.5 The Customer agrees to pay the Purchase price of Investment Units, including brokerage fees, fees, taxes, and relevant expenses incurred, according to the conditions specified by the Company. The Customer who fails to pay the above within the period specified by the Company shall be a debtor of the Company, and the Customer agrees to pay interest at the rate of 15 (fifteen) per annum from the due date, until the Customer completes debt payment, subject to change by the Company from time to time, without prior notice to the Customer.

20.6 The Customer is responsible for verifying any transactions related to the purchase, redemption, and/or Funds Switch from the Daily Trade Confirmation that the Company provided on every trading day. If the Customer finds that the transaction is incorrect, the Customer must object within 5 (five) Business Days of the date of the transaction. If the Customer does not make any objections within the specified period, the Company shall assume that the Customer has certified the transaction as correct.

20.7 The Customer acknowledges and agrees that the Company reserves the right to refuse executing a Customer's Purchase, redemption, or Funds Switch order, if:

- (1) the execution of the order is in violation of the law or any related rules;
- (2) the Customer in breach of the contract or any agreements with the Company, or has outstanding debts for the Purchase of Securities with the Company;
- (3) It is necessary to prevent damage to the Company; or
- (4) there are any other reasonable grounds. In respect of such refusal, the Customer agrees to not claim any damages, and waives all rights to raise any defenses, against the Company.

20.8 In the event that the Customer is in default of any debts to the Company, the Customer agrees that the Company is entitled to sell Investment Units or any other assets in the possession of the Company, in order to use the proceeds received to pay for the debts, or deduct the outstanding balance in the account used to purchase and sell Investment Units to pay existing or future debts.

20.9 The Customer acknowledges and agrees that the Company may treat customers in a way that results in the Customer receiving benefits unequal to the public trading of Investment Units. However, such treatment shall be according to the extent permitted by law, and shall not contradict or conflict with, or be less than, the rules relating to the establishment and management of Mutual Funds under the Securities and Exchange laws, announcements, regulations, or orders issued in pursuant of the said laws

21. The Customer acknowledges and understands the risks and procedures for purchasing, redeeming, or Funds Switching, as follows:

#### 21.1 Risks according to the Fund Investment Policy

The Customer understands and acknowledges that risks investing in Mutual Funds are subject to the type of instrument of the Mutual Fund investment. The level of risk depends on the investment policy of each Mutual Fund. The Customer is encouraged to study

relevant information and investment policies from the Mutual Fund prospectus carefully before making any investment decisions.

#### 21.2 General Risks for Purchase, Redemption and/or Funds Switching

The Customer understands and acknowledges that investing in Mutual Funds has inherent risks. There may be unforeseeable events, such as economic conditions, politics, societal issues, riots, and chaotic disruptions. Such events may directly or indirectly cause severe fluctuations to the price of Investment Units whether directly or indirectly.

#### 21.3 Liquidity Risks of Mutual Fund Investment Unit

The Customer understands and acknowledges that investing in Mutual Funds in may result in the lack of, or less liquidity, which may result in the Customer's inability to Purchase, redeem, and/or switch Investment Units in the amounts that the Customer wishes.

#### 21.4 Understanding the Procedures and Conditions of this Agreement

The Customer has thoroughly studied and understood the conditions of this Agreement, such as the procedures for the Purchase, redemption, and/or Funds Switching, and the cancellation of related orders. Such procedures must be in accordance with the conditions of the investment prospectus. The Customer has further considered whether making such investments are suitable for their investment objectives.

#### 21.5 Risks of the Trading System

There may be risks associated with certain limitations of the Trading System, such as hardware and/or software malfunctions, which may cause the Company to be unable to fulfill some, or all of, the Customer's instructions for the Purchases, redemptions, and/or Funds Switching.

However, the risk information outlined in this Agreement does not represent all of the risks associated with Purchases, redemptions, and/or Funds Switching. Rather, it is representative of some of the important factors or risks associated with transactions under this Agreement. Therefore, there may be other unknown current factors or risks, or risks that are currently considered insignificant, which may become a material factor or an issue in the future.

22. Terms and Conditions for Using the Service of Purchasing, Redeeming, or Funds Switching via Facsimile

22.1 The Customer will be able to start using the service of Purchasing, redeeming, or Funds Switching via facsimile, after the Customer has completed and signed the Purchase, redemption or Funds Switching Request Form via facsimile, attached supporting documents as required by the Company, and the Company has approved the use of such service by the Customer.

22.2 The Customer will be able to make orders to Purchase, redeem, or Fund Switch via facsimile with no limitation on value. However, the Company reserves the right to determine the value of the Investment Units in connection with the use of the service under this Agreement, which may be subject to change in the future.

22.3 The Customer agrees to not revoke orders to Purchase, redeem, or Fund Switch that the Company will process according to the facsimile under any circumstances.

22.4 The Customer acknowledges and agrees that the Company may reserve the right to refuse executing a Customer's Purchase, redemption, or Funds Switching orders via facsimile, if the Company considers that such transactions may cause damage to Asset Management Company's unit holders, not receive full returns, or in order to meet conditions

specified in the investment prospectus, including conditions for opening a fund account or the rules, regulations, announcements of relevant government agencies.

22.5 The Customer agrees and accepts that a Purchase, redemption, or Fund Switch order made via facsimile is considered a correct and complete transaction, and agrees to be bound as if the Customer directly contacted the Company or the agent, for service according to the methods specified in the investment project, prospectus, and conditions for opening a fund account.

22.6 The Customer understands and agrees to accept all risks and damage that may occur from the placement of Purchase, redemption, or Funds Switching orders via facsimile. Damages may occur directly or indirectly due to the defect or failure of any equipment or system, loss of information during transmission, business disputes, or other factors beyond the control of the Company, Asset Management, or representatives of Asset Management. The Customer agrees to not claim any such damages or file any complaints against the Company, Asset Management, or representatives of Asset Management.

22.7 The Company will make payments for the redemption of Investment Units according to the sale order of Investment Units via facsimile to the account of the unit holder as specified in this form only.

22.8 The Company reserves the right to amend or change the terms and conditions of the service at any time the Company deems appropriate. In respect of such amendments or changes, the Company will notify the Customer at least 15 (fifteen) days in advance, by posting the announcement at the Company's office or announcement through the Company's website.

22.9 The Company reserves the right to suspend or terminate the service of Purchasing, selling, or switching Investment Units via facsimile at any time the Company deems appropriate.

22.10 The Customer warrants that the Customer is fully aware at the time of placing orders of Purchase, redemption, or Funds Switching via facsimile to the Company.

#### **Chapter 9 The Purchase and Sale of Securities via the Internet System**

23. The Customer agrees and acknowledges that the signing of this Agreement is also a request to use place orders via Internet System, which the Company can approve the order of the Customer through. When the Customer requests to place orders via Internet System, the Company will provide a Username, Password, and PIN Code to the Customer, for which the Customer agrees to immediately change the Password and PIN Code, to prevent others from knowledge of such information, and to keep the Username, Password, PIN Code and any personal code of the Customer confidential, including providing preventative measures to restrict others from knowing or using the credentials. The Customer also agrees that should any other person uses the Customer's Username, Password, PIN Code, and/or any personal code to place orders, view information in the Internet System or Securities trading system, and/or take any actions, the Customer will be bound to and responsible for all consequences and damages incurred as if the actions were taken by the Customer.

The Customer is able to terminate the use of the trading Internet System in accordance with the first paragraph of this clause, by providing prior notice to the Company in writing.

24. The Customer agrees and acknowledges that the Company may deliver the Username, Password, PIN Code, and any personal code to the Customer by post, the Customer may pick up such information on its own, or by any other means the Company deems appropriate. If the Username, Password, PIN Code, and any personal code is lost, destroyed, and/or forgotten, the Customer shall immediately notify the

Company in writing to suspend the said Username, Password, PIN Code, and any personal code. The Company shall not be liable for any damages to the Customer that occur before the Company suspends the service, and the Customer shall not raise such incidents as a claim against the Company for any such damages.

25. By trading Securities through the Internet System or using any other services of the Company under this Agreement, the Customer agrees to be bound by the Purchase and/or sale of Securities, or the use of any other Company services in the Internet System. The Customer is also obligated to check the result of Securities trading or use of any other services via the Internet System, according to the form and method specified by the Company. The Company may inform the result of trading or use of any other services, by any other means the Company deems appropriate. The Customer agrees and accepts that should a Purchase, sale order of Securities, and/or any other orders under this Agreement be made using the Username, Password, PIN Code, and any personal code of the Customer, the Customer will be bound by such orders even though the Customer may not have taken such actions, or signed any documents as evidence, and the Customer agrees to be liable for such actions as if the Customer has performed the acts of its own accord.

Regardless of whether such actions occurred by fraud and/or third parties, the Customer agrees not to raise such incidents as a defense for any liability to the Company.

26. Any notice, announcement, writings, records, and other documents, including announcements under this Agreement, and/or any information that the Company has delivered to the Customer according to the address, e-mail, website, and/or internet as provided by the Customer, and/or any other methods the Company deems appropriate, shall be considered as if the Customer has received and acknowledged the messages in such documents, and/or such information. The Company is not obligated to deliver such documents and/or information to the Customer by post.

In the event that the Customer changes the address, e-mail, and/or website provided to the Company, the Customer shall notify the Company in writing at least 7 (seven) days before such changes, or by any other means as specified by the Company. If the Customer fails to comply with such requirements, the Company shall not be liable to any damages incurred under this Agreement. The Customer hereby notifies and agrees that for the submission of Trade Confirmations and asset reports to the Customer, including any other related documents or information, the Company shall deliver such submissions through the electronic means, the Internet System, e-mail, or any other means specified by the Company in accordance with the rules and/or announcements of the SEC.

27. The Customer understands and acknowledges the risks that may arise from trading Securities through Internet Systems, such as the loss of information during transmission, delay or failure of information delivery, network failure, and errors in the information received due to the limitations of the Internet System. The customer agrees not to claim any damages or compensation incurred from such incidents against the Company, and is willing to take the risks of its own accord.

28. The Customer fully understands and acknowledges all the laws, rules, conditions, and regulations related to the trade of Securities through Internet Systems, and agrees to be bound by such laws, rules, conditions, and regulations, and subsequent amendments.

29. In addition to terms specifically defined in connection with trading Securities through Internet Systems, and any other related agreements arising from the trading of Securities through the Internet System, the Customer agrees to comply with and be bound the terms in this Agreement, and/or the rules, regulations, and announcements of the Securities Exchange, the SEC, and/or the Securities Depository Center.

#### Chapter 10 Custody of the Customer's Assets

30. The Customer agrees to appoint the Company to maintain the Customer's Assets, including any benefits derived from such Assets, by depositing the Assets with the Securities Depository Center, or any other persons as permitted by the SEC. If there are any custodial fees, such fees shall be borne by only the Customer. **The Customer acknowledges that any of its cash and Assets entrusted the Company will not be protected under laws related to the Deposit Protection Agency, or any other institution that has a duty to guarantee the deposited money.**

31. The Company shall segregate the Assets of the Customer from the Company's Assets, in accordance with the methods specified by the Company, and in accordance with the criteria of the SEC at the time of this Agreement, and any subsequent amendments, as follows:

##### 31.1 Money

(1) The Company shall segregate the money belonging to Customers and in its own possession, and shall take actions that clearly indicate the money belongs to the Customer, including separating the Customer's accounts from the Company's accounts.

(2) The Company shall deposit the money in a commercial bank or other bank established by specific law, invest in certificates of deposit of such banks, invest in treasury bills, Thai government bonds, state-owned enterprise bonds, or Bank of Thailand bonds, invest in debt instruments that have been fully guaranteed by the Ministry of Finance, invest in Purchase transactions with Securities redemption agreements under the rules and conditions prescribed by the SEC, or invest in other manners as specified by the SEC.

##### 31.2 Securities

(1) The Company shall segregate the Securities belonging to Customers and in its own possession, and shall take actions that clearly indicate the Securities belong to the Customer, including separating the Customer's accounts from the Company's accounts.

(2) The Company shall segregate the Securities at the Securities Depository Center or the Bank of Thailand.

##### 31.3 Other Assets

The Company shall segregate other assets belong to Customers by type, and shall take actions that clearly indicate the other assets belong to the Customer, including separating the Customer's accounts from the Company's accounts.

32. Under the conditions and requirements of relevant regulations, the Customer agrees that the Company shall deposit or invest such Assets of the Customer on its behalf, for which the Company agrees to pay interest received from depositing or investing at a rate that does not exceed the actual interest or benefit received by the Company, determined by the Company and notified to the Customer from time to time.

The Customer agrees that the Company shall segregate the money in its custody by separately depositing the money or by investing it under Clause 31.1(2) with financial institutions that are directly or indirectly in related to the Company's parents, subsidiaries, or joint ventures.

33. The Company reserves the right to charge a fee for the supervision of the Customer's Assets in accordance with the rate specified by the Company. The Company may also amend the fee rate (if any) as it deems appropriate, and will notify the Customer of such amendments in writing.

34. The Company shall, at a minimum, deliver a monthly report showing the details of the Customer's assets to the Customer. However, in the event that the Customer has no transactions affecting the movement or modification of the Assets that have been deposited with the Company for consecutively 1 (one) year or more, the Company shall deliver a report to the Customer at least once a year, within the period specified by the SEC.

35. The Company shall not appoint any person to be its representative in the custody of the Customer's Assets unless the appointment is in accordance with the rules specified by the SEC.

36. The Company shall not take any actions to create, modify, transfer, preserve, or extinguish the rights of the Customer related to the Assets, without the consent of the Customer or person with authority to act on behalf of the Customer.

37. The Company shall not use the Customer's Assets for the benefits of other customers, any other persons, or for the benefit of the Company, unless the Customer instructs or consents in writing. However, the Company reserves the right to exercise its discretion to act in accordance with the Customer's wishes, without being at fault.

38. The Customer represents and confirms that the Company has informed the Customer of the procedures to deposit and/or withdraw its Assets from the Company, and the procedures of the Company in supervising the Customer's Assets, including the supervision fee (if any), as well as any relevant laws. In the event that there are material changes to such procedures, the Company shall immediately notify the Customer of such changes. The Customer understands and acknowledges that it has the right to request for a duplicate or copy of the Equities Brokerage Agreement for which the Customer is the counterparty, during the Company's normal business hours.

#### Chapter 11 Compliance with Relevant Laws

39. The Customer certifies that any personal or information that the Customer has provides to the Company is true and correct, and the Customer shall not conceal any information material to the Company. If any provided information is false, and affects the terms and conditions of this Agreement, the Customer shall be deemed in breach of this Agreement, and the Company has the right to take actions specified in Clause 45.

40. The Customer has understood and acknowledged the laws, regulations, notifications, and rules related to this Agreement from the Securities Exchange, SEC, Securities Depository Center, or government agencies, or any other organizations that supervise the trade of Securities and the Company. The Customer also agrees to be bound to comply with such laws, regulations, notifications, and rules that are currently exist or may be amended in the future.

**The Customer acknowledges and understands the various risks of trading Securities under this Agreement, such as the volatility of the trading index on the Exchange, fluctuation in the price of Securities and other Assets, risks related to changes in relevant laws, rules, regulations, and notifications, and the trade of derivative warrants. The Customer acknowledges and understands the various risks of debt instruments, as well as the inability to trade such instruments after the expiration date. The Customer acknowledges and understands, that signing this Agreement is considered an acknowledgement of all such risks.**

**41. The Customer understands and agrees to comply with anti-money laundering laws, including the notifications, terms, and policies issued by the Anti-Money Laundering Office on measures to prevent and suppress money laundering and counter terrorism financing. Therefore, the Customer agrees to provide requested information when opening a Securities trading account, any agreements and documents relevant to the Agreement, Securities trading, and any later-provided information** by a person or financial institution that the Customer refers, or is related to, and provides consent to the Company to notify, deliver, or report any information or documents of the Customer to the Anti-Money Laundering Office, the Securities Exchange, the SEC, government sectors, or any organizations obligated to comply with the law.

If Company discovers that the Customer has been listed, ordered by the court as a designated person, and/or committed or has reasonable grounds to believe that the Customer has committed an offence related to the anti-money laundering law, the Customer agrees that the Company has the right to terminate its relationship with the Customer without prior notice, and the right to take actions in accordance with anti-money laundering laws, and/or Applicable Laws, without notifying the Customer.

42. In the event that the Customer is deceased, declared an incompetent or quasi-incompetent person, bankrupt, prosecuted in lawsuits, breaches the contract, fails to comply with any of the terms of this Agreement, or terminates this Agreement in accordance with Clause 45, or in any other cases that the Company considers appropriate to protect the Company, the Customer agrees to the following. The Company shall have the right to manage or take actions with the Customer's Securities, Investment Units, cash, Assets, claims, or benefits in the possession of the Company, in order to protect the interests of the Customer and/or the Company, and/or the Company shall immediately Purchase, whether in whole or in part, Securities to repay the Company for the Securities that the Customer has placed an order to sell, but has not delivered yet, and/or the Company shall have the right to immediately sell, in whole or in part, Investment Units to repay the outstanding debts to the Company, and/or the Company shall terminate the Agreement and close the account of the Customer immediately and unilaterally without prior notice to the Customer. In regards to the aforementioned Purchase, sale, or termination, the Company shall have the right to take any actions as deemed appropriate through the Securities Exchange, auction, or trade with any persons or the Company, without prior notice to the Customer or its heirs, nor report or advertisement any related actions.

The Customer agrees that the Company shall use money from the sale of Securities to pay all debts the Customer owes currently to the Company, and may owe in the future, irrespective of the due date of the debt. The Company shall be entitled to offset of any types of debts of the Customer, as the Company deems appropriate.

If such actions have been taken but the proceeds of such sales of Securities are insufficient to pay the outstanding debts, the Customer shall be liable for the deficient amount in full. However, should the Customer's Assets be lost or damaged by the Company's intentional or negligent actions or inaction, or non-compliance with the laws, regulations, and notifications of the SEC or relevant agencies, the Company agrees to be held responsible for the Customer's Assets in the full amount. The Customer agrees to not claim any damages seek compensation from the Company incurred from such incidents.

43. If any laws, regulations, or notifications of the SEC, Securities Exchange, or relevant agencies are amended or modified after the execution date of this

Agreement, or the Company wishes to issue terms or conditions that may affect the conditions under this Agreement, the Company reserves the right to amend any conditions of this Agreement to be compliant with the laws, regulations, or notifications as appropriate. When the Company notifies the Customer of any amendments in writing, or post on the website, the Customer agrees to strictly comply with such conditions as amended by the Company without prior consent.

44. The Customer agrees that the Company shall disclose all and/or some information related to the Customer under this Agreement, or any transactions related to the Securities business, in the Company's possession in all forms, including the agreement to provide necessary information, for the purpose of supervision under the laws, regulations, rules, notifications, and orders of the Securities Exchange, SEC, Anti-Money Laundering Office, regulatory body, or other government agencies.

#### Chapter 12 Termination of this Agreement

45. This Agreement has no defined period, and is effective until termination by either party.

Unless the Customer breaches this Agreement, which may result in the Company's immediate termination of this Agreement, **either party can terminate this Agreement by providing a written notice of termination no less than 7 (seven) days in advance. Such a termination shall not affect the rights and duties of both parties originating before the termination is effective.**

Upon termination of this Agreement, both parties additionally agree that the Company shall have the right to immediately take any actions as specified in Clause 42.

46. Both parties shall not be liable for any direct or indirect damages to the other party, if either party is unable to take actions under this Agreement as a result of government restrictions, in the event of an emergency, trading prohibition by the Securities Exchange, SEC, or Securities Depository Center or any other relevant agencies, or in the event of riots, aggression from foreign countries, natural disasters, war, strike, or force majeure unless the damages or loss of Customer's Assets are a result of the Company's intentional or negligent actions, inaction, or non-compliance with the laws, regulations, and notifications of the SEC or other relevant agencies, for which the Company shall be liable for such Assets in full.

47. Any Securities trading order confirmations, debt notices, receipts, tax invoices, notifications of rights, and notifications of the right to subscribe for newly issued ordinary shares, and letters or notices from the Company will be delivered to the Customer according to the address specified in this Agreement or the Customer's domicile as notified in writing to the Company for acknowledgement. If the Company has made delivery by any such means, or by registered or unregistered post, but delivery has failed because of a change in the Customer's address, demolition of the address without giving prior written notice to inform the Company, undiscovered addresses, or if the Customer does not accept delivery or does not request the receipt of delivery at the post office as according to the delivery officer's note, shall be deemed that such documents, letters, or notices have been delivered to the Customer, and the Customer agrees to be bound by the documents, letters, or notices.

The Customer agrees that the Company shall temporarily suspend the provision of brokerage services for listed Securities, close trading accounts, limit the trading, and take any other actions related to the trading of listed Securities, in order to comply with the orders of the Securities Exchange, Securities Depository Center, Securities registrar, Clearing House, or SEC if the circumstances are as follows:



(a) The order for the Purchase and sale of Securities affects, or is likely to affect, the orderliness of trading the listed Securities, or may cause the price of listed Securities to be inconsistent with normal market conditions;

(b) The Customer exhibits inappropriate behavior when trading listed Securities, or violates of the Securities and Exchange laws;

(c) The Customer fails to notify, provide information regarding, or prepare explanations as required by the Securities Exchange, SEC, or relevant regulatory agencies, provides false information, or causes material misunderstandings.

48. In the event that the Company has waived any actions of the Customer under this Agreement, or has refrained from exercising any of its enforceable rights, or has terminated the Agreement on one or several occasions, it shall be considered that the waiver or omission of such a waiver is applicable only for the one instance.

49. Both parties agree that should any provision of this Agreement is, or becomes, illegal, unenforceable, or invalid by any reason, such illegality, unenforceability, or invalidity shall apply only to that particular provision. Other provisions of the Agreement shall remain legal, enforceable, and valid.

**Chapter 13 General Provisions**

50. The Customer agrees that the Company shall have the right to transfer any debts or claims of the Company against the Customer, in whole or in part,

to other persons as the Company deems appropriate. The Customer agrees to be bound and liable to its debts indefinitely, until the Company or assignee has received payment from the Customer in full. However, all claims of the Customer under this Agreement shall be exclusive rights of the Customer only. The Customer cannot transfer any debts or claims under this Agreement to other persons, unless prior written consent has been obtained from the Company.

**Chapter 14 Governing Law and Arbitration**

51. This Agreement shall be governed by, and construed in accordance with, the laws of Thailand. Should a dispute arise under this Agreement, both parties agree that Thai courts shall have jurisdiction over the dispute.

52. Should any dispute arise between the Company and Customer in relation to this Equities Brokerage Agreement, related transactions, or accounts, the Customer may file a petition to the SEC to have the dispute resolved via arbitration, in accordance with the regulations and methods prescribed by the SEC, or other relevant laws. In respect of such proceedings, the decision of the arbitration shall be final.

The Customer confirms that they have read and fully understand this document, for witness whereof, the Customer has signed their name in the presence of witness.

Signature \_\_\_\_\_ (Customer)  
(\_\_\_\_\_)

Signature \_\_\_\_\_ (Witness)  
(\_\_\_\_\_)

Signature \_\_\_\_\_ (Company/Signatory)  
(\_\_\_\_\_)

Signature \_\_\_\_\_ (Witness)  
(\_\_\_\_\_)

RHB Securities (Thailand) Public Company Limited