

# Memorandum of Agreement Amendment of Risk Disclosure Statement for Futures and Options Traded on a Derivatives Exchange

Amendment of Risk Disclosure Statement for Futures and Options Traded on a Derivatives Exchange
Date
The Announcement of the Office of the Securities and Exchange Commission no. SorTor. 13/2562 re: Guideline in detail concerning contacting and providing service to customers for securities business operator and futures contracts business operator (No. 5) has abrogated the Risk Disclosure Statement for Futures and Options Traded.
In order to comply with the Announcement, RHB Securities (Thailand) Public Company Limited (the "Company") has prepared the Memorandum of Agreement amending the Risk Disclosure Statement for Futures and Options Traded on Derivatives Exchange. In order to comply with the Announcement of the Office of the Securities and Exchange Commission no. SorTor. 13/2562, effective as of March 16, 2019, the Company hereby abrogates the terms stated in the Risk Disclosure Statement for Futures and Options Traded contract pages 5-6, clauses 1.1, 1.2, 2.1, 2.2, and 3.1-3.6, to be superseded by this Memorandum of Agreement as follows:
We, RHB Securities (Thailand) Public Company Limited (the " <b>Company</b> "), as a derivatives agent, hereby certify that Mr./Miss/Mrs , a Company employee, has explained and informed the customer Mr./Miss/Mrs./Company , of the risks related to futures and/or options contracts prior to the opening of a trading account, or the trading of futures contracts and/or options contracts on behalf of the Customer, as follows:
1. Futures Contracts ("Futures")
1.1 Nature of Futures
Futures are contracts in which the parties are bound to perform their obligations. If a party fails to offset the position of the contract before the settlement date, the seller of futures is obliged to make, and the buyer is obliged to take delivery of, the underlying asset of the contract (physical delivery) and make a payment thereof; or a party may make a cash settlement of the cash difference between the exercise price and the market value, or price of the underlying asset or variable, to the other party at a time or a period of time in the future as set out in the contract.
1.2 Risk of Loss in Trading Futures
When trading futures, buyers (a party with a long position) and sellers (a party with a short position) are required to deposit assets with their futures agent to secure their performance under futures contracts. Even if the amount of assets placed as an initial margin is smaller than the contract's value, a relatively small movement of the market can lead to large gains within a short period of time. The Customer may sustain losses significantly beyond the amount of the initial margin deposit it has provided, or sustain losses beyond the total margin provided to the agent, or may be called upon by its agent to close out its position at a loss should the Customer be unable to provide additional margin within the specified period.
Signature (Customer) ()



#### 2. Options Contracts ("Options")

#### 2.1 Nature of Options

Options are contracts in which the seller gives the buyer the right, to buy or sell the underlying asset at a fixed price within a specified period and conditions stipulated under the contracts, or the right to receive payment from the seller under the conditions of the contract. The buyer is required to pay a premium to the seller in exchange for such rights to buy or sell.

Options that grant the buyer the right to buy an underlying asset or variable at a fixed price are known as call options, while options that grant the buyer the right to sell an underlying asset or variable at a fixed price are known as put options. Such rights must be exercised according to the terms and conditions specified in the options contract.

However, in respect of making payment and delivery, when the buyer exercises their options, the seller may make physical delivery of the underlying asset, or make a cash settlement of the cash difference between the exercise price and the market value or price of the underlying asset or variable, to the buyer at a future time or a period of time as set out in the contract. (Cash settlement)

#### 2.2 Risk of Loss from Options Trading

A buyer of options may choose to offset or exercise the position or, or simply allow the options to lapse. If the buyer chooses to exercise the options, the buyer will receive a cash settlement of the cash difference between the exercise price and the market value, or price of the underlying asset or variable at a future time or a period of time as set out in the contract (Cash settlement), . If the buyer wants to make or take delivery of the underlying asset (physical delivery), the Customer will receive payment of, or pay for, the underlying asset delivered or taken delivery of at the exercise price specified under the contract. If options expire without value, the buyer's loss will be equal to the amount of the premium.

A seller of options receives a premium from a buyer, and is bound to perform the required obligations should the buyer exercise the options. The seller is also required to make a margin deposit. Upon the buyer's exercise of options, the seller who fails to offset their position is required to either make a cash settlement of the cash difference between the exercise price and the market value, or price or value of the underlying asset or variable at a future time or a period as set out in the contract to the buyer; or make or take delivery of the underlying asset (physical delivery), where he/she will receive payment of, or pay for, the underlying asset delivered or taken delivery of at the exercise price specified under the contract. If options expire without value, the seller's gain will be equal to the amount of the premium.

Since the maximum loss of a buyer of options is limited to the premium, the buyer is required to pay a premium, but not required to make a margin deposit. In the contrary, the seller's losses can be unlimited, similar to that of trading futures. Therefore, the seller is required to make a margin deposit with a derivatives agent in order to secure the seller's performance under the options. Also similarly to trading futures, a seller of options may sustain substantial losses within a short period, which may exceed the initial margin value provided to the derivatives agent should there be unfavorable movement in the market against his/her position.

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### 3. Additional Risks and Other Information Concerning Futures and Options Trading

### 3.1 Understanding the Terms and Conditions of Derivatives Contracts

Due to the high degree of risk when trading derivatives, prior to making investment decisions, the Customer should carefully study and understand each category of contract specifications, including, but not limited to, the type of underlying assets and variables, contract size/units/multipliers, the last trading day, settlement day, delivery or settlement method, and the delivery or reference price used to determine settlement price and margin requirements. The Customer should consider whether the investment is suitable for their investment purposes and financial status.

With respect to trading options, the Customer should also understand other relevant terms and conditions, including the type of options, for example, put options or call options, exercise conditions, and type of underlying assets and variables. The Customer should consider whether the investment is suitable for their investment purposes, and whether the risk exposure is acceptable. The Customer should also consider the potential of a return on acquiring a position, the cost of premiums, transaction fees, and possible losses.

### 3.2 Fees on Derivatives Trading

Prior to trading, the Customer should obtain from their derivatives agent a clear explanation of all details regarding the fee rates and other charges relating to trading, settlement, or exercise of rights, for example, the commission and exercise fees. These charges are part of the Customer's investment costs, and will affect any losses or gains, as well as the Customer's investment decisions. Commissions may vary depending on the type and volume of transactions. The Thailand Futures Exchange Public Company Limited and the Office of the Securities and Exchange Commission have not prescribed any regulations on commission rates.

#### 3.3 Risks of Liquidating Position and Liabilities Resulting in Losses

When the Customer establishes certain positions on derivatives, i.e. long futures, short futures and short options, the Customer is obliged to perform the obligations as under the contract. The Customer's derivatives contracts with such positions will be marked to market by their derivatives agent at least by the end of each business day, in order to reflect any daily gains or losses from the Customer's positions. Should losses sustained by the Customer's position in the market cause the balance of the Customer's margin account to drop below the maintenance margin, the Customer will be called upon by the derivatives agent to deposit additional margin in order to maintain the Customer's initial margin within the specified period. If the Customer fails to provide the required margin within the timeframe required by the derivatives agent, the Customer's position may be liquidated, and the Customer will be liable for any resulting losses from such liquidation.

The derivatives agent may also include a forced closeout as an additional term in an agreement to appoint agents and/or brokers for derivatives trading, or rules and regulations for the derivatives trading, whereupon if the Customer's balance in its margin account drops to the forced closeout point, the derivatives agent will call upon the Customer to deposit additional margin during trading hours. If the Customer fails to provide the required margin within the time set out in the agreement or the regulations, the derivatives agent is entitled to close out the Customer's position, and the Customer will be liable for any resulting losses from such a closeout.

Customers who maintain a position in derivatives in excess of the amount as determined by the Derivatives Exchange, whether in own account or through others, and are unable to offset such excessive positions as informed by their derivatives agents, will be exposed to similar risks as the foregoing.

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#### 3.4 Risks Associated with Failure to Offset Position

Should the Customer be unable to offset their derivatives position before the settlement date due to unfavorable market conditions such as illiquidity, trading halt in the market, or any other causes, the Customer may sustain losses due to the outstanding positions in derivatives at the settlement date.

#### 3.5 Risks Associated with Failures to Execute Stop Loss Order

A derivatives agent may not be able to execute some types of Customer orders to limit losses, such as 'stop-loss' or 'stop-limit' orders, due to market conditions making it impossible to match such orders.

#### 3.6 Risks from Position Restrictions or Prohibitions

The Derivatives Exchange, the Clearing House, or the Office of the Securities and Exchange Commission may order the derivatives agent to restrict or prohibit the Customer from acquiring any further positions, close the Customer's trading accounts, or liquidate the Customer's positions. If the Customer's derivatives transactions have, or may have, affected the good order of the derivatives trading in the Derivatives Exchange, have, or may have, caused the price of the derivatives trading in the Derivatives Exchange to be inconsistent with the normal market conditions, the Customer exhibits inappropriate behavior in trading the derivatives, may have violated laws governing the derivatives, the Customer fails upon request of the Derivatives Exchange, the Clearing House, or the Office of the Securities and Exchange Commission, to inform or provide information, provides false or misleading explanations or information to the derivatives agent, the Derivatives Exchange, the Clearing House, or the Office of the Securities and Exchange Commission.

The Capital Market Supervisory Board may also order the Derivatives Exchange or the Clearing House to suspend the Customer's trading, or restrict or liquidate the Customer's positions if necessary to maintain the stability of the financial and economic system of the country, or to maintain stability of the trading and settlement system of the derivatives market.

Any terms that have not been amended by this Memorandum of Agreement, including, but not limited to, clause 3.7: Risks associated with the call for depositing additional margin or risk associated with offset position, clause 3.8: Risks associated with the trading system, clause 3.9: Risk associated with failure to monitor relevant news and regulations, and clause 3.10: Risk Associated with failure to disclose information, shall remain in effect.

I have read and have been provided with a full explanation of, and all information regarding, t risks related to trading derivatives as written above, by RHB Securities (Thailand) Public Company Limited acting as my derivatives agent, and this Memorandum pages 1-4 shall form an integral of the Derivatives Brokerage Agreement previously entered with the Company. I hereby sign below as evidence.

Signature	(Customer)
(	)
Signature	(Customer / Authorized person)
(	)
RHB Securities (Thailand) Public Com	pany Limited
Signature	(Witness/ Investment Consultant)
(	)

### **Derivatives Trading Questionnaire**



Please check the correct answer		
Part 1 Account Opening and Derivatives Trading	Yes	No
1. The Customer shall open a derivatives trading account (for Futures and Options Contracts) with a derivatives agent approved by the Exchanges, and shall maintain a margin at the rate prescribed by the Company and Relevant		
Regulations. 2. Before placing any trading orders, the Customer shall maintain a Margin no less than the Initial Margin Requirement: IMR set by the Company and the Relevant Regulations.		
3. At the end of each trading day, the Customer shall maintain an Equity Balance no less than Maintenance Margin Requirement: MMR, which calculated based on the status of existing derivative contracts held by the Customer. If the aggregate amount or rate of the Customer's margin is lower than the MMR, the Customer must deposit additional margin to bring the amount or rate of the margin in IMR Customer's account is equal to or higher than the IMR.		
4. If the Customer is required to deposit Additional Margin (Call Margin), the Customer shall deposit Additional Margin within next Business day (T+1) by the time specified by the Company (currently set as before 3:55 p.m.). If the Customer fails to deposit the Additional Margin within the specific time, the Company shall prevent the Customer from opening new positions. If the Customer fails to deposit the Additional Margin by the next Business day (T+2) (currently set as before 9:45 a.m.), the Company will close out the Customer's Derivatives positions.		
5. At a period of time, in case the Margin in the Customer's account falls below the Force Close Margin Requirement: FMR, the Company shall close out the Customer's Derivatives as prescribed by the Company and Relevant Regulations in order to prevent damage to the Customer.		
6. If it appears that the amount or rate of the Customer's deposited Margin exceeds the Initial Margin Requirement, the Customer shall have the right to withdraw the excess Margin or deposit such excess Margin as Additional Margin in Customer's Trading account. The Customer shall receive interest at the rate prescribed by the Company.		
7. At the end of each business day, a Mark-to-Market procedure is performed to calculate the profit and loss and adjust the current value of derivatives. The calculation will be calculated from the difference between the Daily Settlement Price of the Index Futures and the Customer's costs. If there is profit and loss, such profit and loss will be combined with the Customer's margin.		
8. SET50 Index Futures and Options can be traded every Business Day, with Trading hours between 9:45 a.m. – 4:55 p.m. However, trading of the expiring contract month ceases at 4:30 p.m.		
9. The Position Limit for SET50 Index Futures and Options held by the Customer, combining in each month or consecutive months, shall not exceed the limit prescribed by the Exchange (currently limit set at equivalent to 10,000 Futures Contracts) collectively of net long or short in any contract.		
Part 2 Specifications of SET50 Index Futures	Yes	No
1. SET50 Index Futures are contracts in which parties agree to buy or to sell the underlying assets at a future date.		
2. The last trading day of SET50 Index Futures Contracts currently traded on the Exchanges is set as one Business Day before the last Business Day of the Contract's expiration month. The Expired Contract will end trading at 4:30 p.m. (the Contract expiration month is the nearest 3 consecutive months and last month of the quarter in the next 3 quarters).		
3. The multiplier of SET50 Index Futures Contract size is 200 Baht per one point of the index. For example, if the Customer buys a SET50 Index Futures Contract at 520.00 and sells it at 520.5, for one contract, the Customer will make a profit of 0.5 * 1000 Baht * 1 Contract = THB 100 (excluding VAT and Commission).		
4. To close out a SET50 Index Futures Contract position, the Customer can send an order to close out the position by buying or selling a Futures Contract in the opposite direction, such as at first selling the Futures Contract and then repurchasing it back.		
5. If the position has not been closed out on the maturity date of the SET50 Index Futures Contract, the Company will calculate the profit and loss and pay the difference in cash based on the average of the Final Settlement Price of the SET50 Index Futures Contract and the cost price of such a Future.		

### **Derivatives Trading Questionnaire**



Please check the correct answer		
Part 3 Specifications of SET50 Index Options	Yes	No
1. SET50 Index Options are contracts in which the seller gives the purchaser the right to buy (Call Options) or sell (Put Options) SET50 Index at a future date.		
2. The last trading day of SET50 Index Options Contract currently traded on the Exchanges is set as one Business Day before the last Business Day of the Contract's expiration month. The Expired Contract will end trading at 4:30 p.m. (The Contract expiration month is the nearest 3 consecutive months and the last month of the next quarter).		
3. SET50 Index Options for each expiration date always have at least 11 strike prices (an integer of 10), 1 at-the-money strike (ATM) price, 5 in-the-money strikes (ITM), and 5 out-of-the-money strikes (OTM). New Options will be issued at the end of every trading day if the ITM and/or OTM strikes are less than 5 price levels each.		
4. The multiplier of SET50 Index Options Contract size is 200 Baht per one point, for example, if the Customer buys a SET50 Index Call Options Contract at 20.00 and sells at 25.0, the Customer will make a profit of 5.0 * THB 200 * 1 contract = THB 1,000 (excluding VAT and Commission).		
5. To close out a SET50 Index Options position, the Customer can send an order to close out the position by buying or selling an Options Contract in the opposite direction, such as first buying a Call Option and then sell the same Call Option.		
6. 1. If the position has not been closed out on the maturity date of the SET50 Index Options Contract, the Company will calculate the profit and loss and pay the difference in cash based on the average of the Final settlement Price of SET50 Index Options Contract and the strike prices of such a contract. If the purchased option has value (ITM status), the Automatic Exercise shall be in effect to earn money unless the Customer refuses to exercise the right. Customers with a short position of such Options will be assigned as the payer of this amount.		
Signature(Customer) Signature(IC / (	Company'	's Staff)

# Acknowledge of Letter of the SET No. GorKhor. (Wo) 3/2553 Dated October 1, 2010 Re: Improper Trading Practices



With this document, the Company requests the Customer's cooperation in preventing the delivery of securities trading orders that the SET may deem as improper and may negatively impact the market as a whole, in accordance with the regulation specified by SET. The details are as follows:

	Nature of Improper Order	Example of Improper Trading Orders
1.	Orders that interfere with the queue and conceal another person's order is placing a bid or offer at a significantly higher or lower price than the projected price which would not normally be matched, or the person placing the order with no intent for the trade to occur at that price, regardless of whether the order is subsequently cancelled.	Placing a bid at a price higher or making an offer at a price lower than 50% of the IPO, or before the Project Price is available or the Project Opening Price of the securities.
2.	Placing-withdrawing trading order is placing a bid or offer, and repeatedly canceling it shortly after, without genuine intention to trade such securities.	Placing a trading order (place-withdraw) and (withdraw-place), canceling existing trading orders and placing new ones shortly after at similar prices and in similar amounts for several times;  Placing a high-amount bid that deceives others into buying the securities, then canceling existing orders and immediately placing offers with the intention of tricking others into selling the securities for several times;  Placing several offers and canceling existing orders, then immediately buying the securities for several times in order to deceive others into thinking there was a large buy volume at that time;  Placing a bid that causes the Project Open/Close price to change by 10% from the last execution price, and canceling existing orders when the market is about to open or close for several times.
3.	Wash Sale/Matched Order is placing a bid or offer at a price and trading volume likely to get matched with the same Customer or Customers of the same group.	Placing a bid at a price higher than or equal to the price of his/her offer in order to get matched or likely to get matched with his/her own order, in whole or in significant part.  Placing an offer at a price lower or equal to the price of his/her offer the Customer's own bid in order to get matched or likely to get matched with his/her own order, in whole or in significant part.
4.	Orders which direct the price of securities is placing bid or offer at the price significantly higher or lower than the projected price.  4.1 controlling opening/closing prices in the pre-opening or pre-closing session by placing trading orders at a price significantly higher or lower than the projected price;  4.2 controlling prices during the trading hours by placing trading orders at a price higher or lower than the previous price by several price spreads;  4.3 attempting to increase or lower the index in the pre-closing session by placing bid or offer which significantly affects the index.	<ul> <li>Placing a trading order that repeatedly causes the opening and closing price to increase or decrease by 10% from the last execution price.</li> <li>Placing a trading order at a price 10 spreads or 10% higher than the last execution price repeatedly.</li> <li>Placing a bid/offer for several securities in the pre-closing session that significantly affects the index.</li> </ul>
5.	Orders which push the price of securities is placing several bids or offers by placing bids or sweeping offers in a manner that attempts to push the price up or placing offers or sweeping bids in order to lower the price.	Placing bids or accepting offers around 10 times, causing the price to change by 10 price spreads and/or 10%.  Accepting offers in high volume, causing the price to change by 10 price spreads and/or 10%.
6.	Orders which support the price of securities For example, placing several separated bids/offers means placing several bids or offers of securities at the same price, even though the purchase/selling transactions could be executed at one time.	Placing a bid which that could be done at one time, but instead, placing multiple separated bids, such as 10 separated bids at the same price in a short period of time.

Remarks: In determining whether certain behaviors constitute improper trading practices, the Exchange will consider the frequency of the behavior, or if it is known or should have been known that upon such order placement, such orders will affect the trading condition of the particular securities or the overall trading condition. Improper trading practices also include behaviors that indicate an intent to circumvent the rules or are similar to the examples provided indicate intention to avoid the rules or are similar to the examples.

I acknowledge and understand the potential consequences of improper securities buying or selling orders as outlined above. If the Company determines that any of my trading orders fall under such categories of improper trading orders, I authorized the Company to promptly suspend or stop providing order-sending services through my internet system or for the Company's Investor consultant to deny my buying or selling order without any argument or claim for damages.

Signature	e	 	_	 	 _			 	 _		 	_	_ (	Customer	)
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## Clarification Document for individual customers for Futures and Options Traded on the Derivatives Exchange



We, RHB Securities (Thailand) Public Company Limited, have prepared this document for the Customer to provide clarification regarding the Company's policies and practice in respect to Derivatives Trading on the Derivatives Exchange which the Customer should be aware as follows:

#### 1. Trading

- 1.1 The Customer is required to deposit sufficient cash into the Company's account as an Initial Margin prior to Derivatives Trading.
- 1.2 The Customer may execute Derivatives Trading at any particular time within the approved trading limit determined by the Company based on the Customer's ability to pay as assessed from the Customer's liquid assets as disclosed to the Company. The Customer or a group of customers can have a net position in Derivatives as per the Derivatives Exchange's Notification.
- 2. Fees and Expenses Associated with the Trading shall be in accordance with the Company and the customary practices of the Futures Industry Club.

#### 3. Type of Margin

- 3.1 Cash or cash equivalent assets such as money transfer or a cleared check.
- 3.2 Other Margin as specified by the Office of the SEC, the Derivatives Exchange, and the Clearing House.
- 4. Upon a Margin Call and Forced Closure when the value of assets in the Customer's account is lower than the Maintenance Margin (Day T), the Company shall take the following actions:
  - 4.1 Immediately suspend the acceptance of the Customer's Trading order, unless the order is for the purpose of opening (as approved by the Company) or closing position which result in lower Initial Margin requirement.
  - 4.2 Call on the Customer to deposit additional Margin or Close out Derivatives positions until the value of the Margin in the account is not lower than the Initial Margin.
  - 4.3 Additional Margin Calls will be informed via facsimile, SMS, e-mail, and/or letter as specified by the Customer in the account opening application form.
  - 4.4 If the Customer does not comply with Clause 4.2 by 3:55 p.m. of the Business Day following the date on which the value of assets in the account is lower than the Maintenance Margin (within 3.55 pm. on Day T + 1), the Company has the right to force close the Customer's Derivatives as specified by the Office of the SEC, the Derivatives Exchange, the Clearing House, and the customary practice of the Futures Industry Club, whether in part or in whole, even if the market value of the Derivatives in the account may have increased.
  - 4.5 If the Customer has deposited additional Margin, but the deposit was not completed within the time specified in Clause 4.4, the Company would be compelled to force close the Customer's Derivatives by 9:45 a.m. of the following Business Day (by 9:45 a.m. on Day T+2) in accordance with the rules of the Office of the SEC, the Derivatives Exchange, the ClearingHouse, and/or any customary practiceof the Futures Industry Club. If the value of assets in the Customer's account sharply declines below the Intraday Force Close Margin, the Customer shall immediately deposit additional Margin at least in an amount no lower than the Maintenance Margin by 3:55 p.m. of the Incident Day (by 3:55 p.m. on Day T), otherwise the Company shall have the right to immediately force close the Customer's Derivatives, whether in part or in whole. In addition, if the Company considers the Customer's assets have declined to the point that it may cause damage before 3:55 p.m., the Company reserves the right to force close the Customer's Derivatives before that time.
  - 4.6 If the Clearing House calls on the Company to deposit Intraday Margin or additional Margin, the Company may call on the Customer whose account margin value is lower than the initial margin. The Customer shall immediately deposit the additional Margin in the amount called upon by the end of the Business Day on which the additional Margin is called, otherwise the Company may immediately force close the Customer's Derivatives position, whether in part or in whole, when the markets open trading for the next session.
  - 4.7 In force closing a contract position, the Company will close contracts with the most decrease in value in sequence, or may close contracts in series with the largest number of contracts first, unless the Customer orders closed other contracts in the account. Such force closures will be carried out until the value of the assets in the Customer's account is not lower than the Initial Margin demanded in Clause 6.2 referencing the position as of Day T.
  - 4.8 After the force closure, the Customer may verify the Trading Transactions in the Confirmation Note, which the Company will deliver to the Customer on the following Business Day.

#### 5. Cash Deposit

Placing cash in the Company's account will affect the calculation of the margin rate as follows:

- 5.1 Cash deposits before 5:00 p.m. will affect the calculation on that day, but deposits after 5:00 p.m. will affect the calculation on the next day.
- 5.2 Cheque deposits placed in the account before the clearing time will affect the calculation on the next 2 Business Days.
- 5.3 The Customer shall notify the Company of the cash deposit before 5:00 p.m. of the day the cash was deposited into the Company's account. Otherwise, the Company shall consider that the cash deposit was not received from the Customer.

### 6. Cash Withdrawa

- 6.1 The Customer shall notify the Company of their intent to withdraw cash by signing the form specified by the Company.
- 6.2 If the Customer submits the request for cash withdrawal form to the Company before 12:00 p.m. the day of the cash withdrawal (Day T), the Company will transfer the cash into the Customer's account on the following day (Day T+1). If the Customer submits the request after 12:00 p.m., the Company will transfer the cash into the Customer's account on the following 2 Business Days (Day T+2).
- 6.3 The withdrawal amount must not cause the value of the assets in the account to be lower than the Initial Margin at the end of the Business Day the withdrawal is notified (the withdrawal amount shall not exceed whichever is the lower of the Excess Equity or Cash Balance).

#### 7. Interest

The Company will pay interest or return on the Customer's net outstanding amount at the rate specified by the Company. The net outstanding amount shall be calculated on the basis of the amount of money that the Customer maintains with the Company, including the profits and losses from Trading, marking-to-market futures, options contracts, and the expenses associated with the Trading (collectively referred to as the "Equity Balance"). The Customer's account shall be reconciled on Day T+1.

8. In the interest of justice for general Customers, the Company submits to dispute processing by the Arbitral Tribunal of the Office of the SEC. Civil disputes related to or due to the Derivatives business operations that the Customer intends to submit to the Arbitral Tribunal of the Office of the SEC for consideration, shall limit each customer's claims not exceed than THB 1 million.

The Customer agrees and consents that the Company may make changes to this Clarification Document without the need to notify the Customer in advance. Any changes in relation to the Margin rate, interest rate, the rate of fees, and other expenses which the Company intends to notify the Customer, will be announced at the Company's place of business. It shall be considered that the Customer consents to and acknowledges such announcements. The Customer acknowledges and understands this Clarification Document, the conditions and details of which are set out above, and consents to comply with its provisions.

Acknowledged and Agreed by	′ – -	-	 	 	 	 	_	 _	 	(Customer
	(		 	 	 	 	_	 	 	_)

### Risk Disclosure Statement for Futures and Options Traded on Derivatives Exchange



RHB Securities (Thailand) Public Company Limited (the "Company") who is a derivatives agent of its customer hereby certifies that Mr./ Miss/Mrs.\_\_\_\_\_\_, who is working for us has explained the Customer, Mr./Miss/Mrs./Company \_\_\_\_\_\_\_so as to be aware of the risks relating to futures and/or options trading prior to opening the trading account or trading the futures and/or options on behalf of the Customer as follows:

#### 1. Futures

#### 1.1 Nature of Futures

Futures are contracts in which the parties are bound to perform their obligations. If a party fails to offset the position of the contract before the settlement date, the seller of futures is obliged to make, and the buyer is obliged to take delivery of, the underlying asset of the contract (physical delivery) and make a payment thereof; or a party may make a cash settlement of the cash difference between the exercise price and the market value, or price of the underlying asset or variable, to the other party at a time or a period of time in the future as set out in the contract.

#### 1.2 Risk of Loss in Trading Futures

When trading futures, buyers (a party with a long position) and sellers (a party with a short position) are required to deposit assets with their futures agent to secure their performance under futures contracts. Even if the amount of assets placed as an initial margin is smaller than the contract's value, a relatively small movement of the market can lead to large gains within a short period of time. The Customer may sustain losses significantly beyond the amount of the initial margin deposit it has provided, or sustain losses beyond the total margin provided to the agent, or may be called upon by its agent to close out its position at a loss should the Customer be unable to provide additional margin within the specified period.

#### 2. Options

#### 2.1 Nature of Options

Options are contracts in which the seller gives the buyer the right, to buy or sell the underlying asset at a fixed price within a specified period and conditions stipulated under the contracts, or the right to receive payment from the seller under the conditions of the contract. The buyer is required to pay a premium to the seller in exchange for such rights to buy or sell. Options that grant the buyer the right to buy an underlying asset or variable at a fixed price are known as call options, while options that grant the buyer the right to sell an underlying asset or variable at a fixed price are known as put options. Such rights must be exercised according to the terms and conditions specified in the options contract.

However, in respect of making payment and delivery, when the buyer exercises their options, the seller may make physical delivery of the underlying asset, or make a cash settlement of the cash difference between the exercise price and the market value or price of the underlying asset or variable, to the buyer at a future time or a period of time as set out in the contract. (Cash settlement)

#### 2.2 Risk of Loss from Options Trading

A buyer of options may choose to offset or exercise the position or, or simply allow the options to lapse. If the buyer chooses to exercise the options, the buyer will receive a cash settlement of the cash difference between the exercise price and the market value, or price of the underlying asset or variable at a future time or a period of time as set out in the contract (Cash settlement), . If the buyer wants to make or take delivery of the underlying asset (physical delivery), the Customer will receive payment of, or pay for, the underlying asset delivered or taken delivery of at the exercise price specified under the contract. If options expire without value, the buyer's loss will be equal to the amount of the premium.

A seller of options receives a premium from a buyer, and is bound to perform the required obligations should the buyer exercise the options. The seller is also required to make a margin deposit. Upon the buyer's exercise of options, the seller who fails to offset their position is required to either make a cash settlement of the cash difference between the exercise price and the market value, or price or value of the underlying asset or variable at a future time or a period as set out in the contract to the buyer; or make or take delivery of the underlying asset (physical delivery), where he/she will receive payment of, or pay for, the underlying asset delivered or taken delivery of at the exercise price specified under the contract. If options expire without value, the seller's gain will be equal to the amount of the premium.

Since the maximum loss of a buyer of options is limited to the premium, the buyer is required to pay a premium, but not required to make a margin deposit. In the contrary, the seller's losses can be unlimited, similar to that of trading futures. Therefore, the seller is required to make a margin deposit with a derivatives agent in order to secure the seller's performance under the options. Also similarly to trading futures, a seller of options may sustain substantial losses within a short period, which may exceed the initial margin value provided to the derivatives agent should there be unfavorable movement in the market against his/her position.

#### 3. Additional Risks and Other Information Concerning Futures and Options Trading

#### 3.1 Understanding Terms and Conditions of Derivatives Contract

Due to the high degree of risk when trading derivatives, prior to making investment decisions, the Customer should carefully study and understand each category of contract specifications, including, but not limited to, the type of underlying assets and variables, contract size/units/multipliers, minimum price movement, daily price limit, the last trading day, settlement day, delivery or settlement method, and the delivery or reference price used to determine settlement price and margin requirements. The Customer should consider whether the investment is suitable for their investment purposes and financial status.

With respect to trading options, the Customer should also understand other relevant terms and conditions, including the type of options, for example, put options or call options, exercise conditions, and type of underlying assets and variables. The Customer should consider whether the investment is suitable for their investment purposes, and whether the risk exposure is acceptable. The Customer should also consider the potential of a return on acquiring a position, the cost of premiums, transaction fees, and possible losses.

#### 3.2 <u>Fees on Derivatives Trading</u>

Prior to trading, the Customer should obtain from their derivatives agent a clear explanation of all details regarding thefee rates and other charges relating to trading, settlement, or exercise of rights, for example, the commission and exercise fees. These charges are part of the Customer's investment costs, and will affect any losses or gains, as well as the Customer's investment decisions. Commissions may vary depending on the type and volume of transactions. The Thailand Futures Exchange Public Company Limited and the Office of the Securities and Exchange Commission have not prescribed any regulations on commission rates.

#### 3.3 Risk of Liquidating Position and Liabilities for Resulting Loss

When the Customer establishes certain positions on derivatives, i.e. long futures, short futures and short options, the Customer is obliged to perform the obligations as under the contract. The Customer's derivatives contracts with such positions will be marked to market by their derivatives agent at least by the end of each business day, in order to reflect any daily gains or losses from the Customer's positions. Should losses sustained by the Customer's position in the market cause the balance of the Customer's margin account to drop below the maintenance margin, the Customer will be called upon by the derivatives agent to deposit additional margin in order to maintain the Customer's initial margin within the specified period. If the Customer fails to provide the required margin within the timeframe required by the derivatives agent, the Customer's position may be liquidated, and the Customer will be liable for any resulting losses from such liquidation,

The derivatives agent may also include a **forced closeout** as an additional term in an agreement to appoint agents and/or brokers for derivatives trading, or rules and regulations for the derivatives trading, whereupon if the Customer's <u>balance in its margin account drops to the forced closeout point</u>, the <u>derivatives agent will call upon the Customer to deposit additional margin during trading hours</u>. If the <u>Customer fails to provide the required margin within the time set out in the agreement or the regulations</u>, the <u>derivatives agent is entitled to close out the Customer's position</u>, and <u>the Customer will be liable for any resulting losses from such a closeout</u>. Customers who maintain a position in derivatives in excess of the amount as determined by the Derivatives Exchange, whether in own account or through others, and are unable to offset such excessive positions as informed by their derivatives agents, will be exposed to similar risks as the foregoing.

### Risk Disclosure Statement for Futures and Options Traded on **Derivatives Exchange**



#### 3.4 Risk Associated with Failure to Offset Position

Should the Customer be unable to offset their derivatives position before the settlement date due to unfavorable market conditions such as illiquidity, trading halt in the market, or any other causes, the Customer may sustain losses due to the outstanding positions in derivatives at the settlement date.

#### 3.5 Risk Associated with Failure to Execute Stop Loss Order

A derivatives agent may not be able to execute some types of Customer orders to limit losses, such as 'stop-loss' or 'stop-limit' orders, due to market conditions making it impossible to match such orders.

#### 3.6 Risk from Position Restriction or Prohibition

The Derivatives Exchange, the Clearing House, or the Office of the Securities and Exchange Commission may order the derivatives agent to restrict or prohibit the Customer from acquiring any further positions, close the Customer's trading accounts, or liquidate the Customer's positions. If the Customer's derivatives transactions have, or may have, affected the good order of the derivatives trading in the Derivatives Exchange, have, or may have, caused the price of the derivatives trading in the Derivatives Exchange to be inconsistent with the normal market conditions, the Customer exhibits inappropriate behavior in trading the derivatives, may have violated laws governing the derivatives, the Customer fails upon request of the Derivatives Exchange, the Clearing House, or the Office of the Securities and Exchange Commission, to inform or provide information, provides false or misleading explanations or information to the derivatives agent, the Derivatives Exchange, the Clearing House, or the Office of the Securities and Exchange Commission.

In addition, The Capital Market Supervisory Board may also order the Derivatives Exchange or the Clearing House to suspend the Customer's trading, or restrict or liquidate the Customer's positions if necessary to maintain the stability of the financial and economic system of the country, or to maintain stability of the trading and settlement system of the derivatives market.

#### 3.7 Risks associated with the call for depositing additional margin or risk associated with offset position

If market conditions or the value of derivatives is fluctuate, or if there is reason to believe that the Customer's investment status unstable, the derivatives agent and the Clearing House may call for one or more time of the additional margin from the Customer during the trading period, or offset the Customer's contract.

#### associated with the trading system

There are risks associated with several limitation from trading through a computer system, such as hardware and/or software downtime and system errors. The results of those may affect the derivatives agent's ability to execute all or part of the Customer's orders.

#### 3.9 Risk associated with failure to monitor relevant news and regulations

Derivatives trading involves both risks and benefits from the increasing or decreasing, due to several factors, of value of products or variables. The Customer is responsible for monitoring situations that may potentially affect the value of derivatives, both in Thailand and overseas. Additionally, regulations or rules may be prescribed or changed because the derivatives trading in the derivatives market, including the whole risk management of the derivatives market, develop over the time to improve the efficiency of the system. (The Customer can monitor and request for information and details from the derivatives agent, derivatives market, and the Clearing House). Failure to monitor such changes may result in damages to the Customer.

#### sociated with failure to disclose information

When opening a trading account, the Customer must disclose the name(s) of beneficial owners, controlling persons, and related persons according to the SEC's announcement. Failure to disclose this information may result in punishment as set out in the announcement.

All risks and other important issues besides the risk associated with derivatives trading are not mentioned in this document. In accessing risk, the Customer shall understand derivatives contract, legal binding from the investment and risk levels potentially occurred from derivatives trading prior to transacting. The investment may be inappropriate for some types of investors and the Customer shall carefully consider whether or not that investment suits him/her by considering investment experience, objectives of trading, financial status and other relating situations. Upon

the changes in risk of products or issuance of new products, the Company will disclose any additional risks for the Customer to further sign for acknowledgment. However, in order to protect the Customer's rights in the market, the Customer may claim against the derivative agents with the SEC request arbitration for dispute resolution. The Customer has been informed of the risks associated with derivatives trading as prescribed by RHB Securities (Thailand) Public Company Limited, which acts as the Customer's derivatives agent. Acknowledged and Agreed by \_\_\_\_\_\_\_\_(Customer / Authorized person) Signature \_\_\_\_\_\_\_\_(Investment Consultant) (\_\_\_\_\_) (\_\_\_\_\_)



Made at the Sathorn Square Office Tower, Floors 8 and 10, 98 North Sathorn Road, Silom, Bang-rak, Bangkok

The Company is registered as a juristic person under Thai law and permitted by the Ministry of Finance to conduct business as a Derivatives Agent and/or exchange in the Derivatives market and other places, and the Customer has submitted an application requesting to open a Trading account with the Company. The Customer agrees to appoint the Company to be their Derivatives Agent to which the Company agrees to be appointed and thus both parties agree to enter into this Agreement with the terms as follows:

#### 1. The definitions

Unless defined otherwise in this Agreement, the definitions as stipulated in the Securities and Exchange Act B.E. 2535 the Derivatives Act B.E. 2546, and/or as amended from time to time.

"Relevant Regulators" means the Securities and Exchange Commission, Capital Market Supervisory Board, Office of the Securities and Exchange Commission, Derivatives Exchanges, Thailand Securities Depository Co., Ltd., the Thailand Clearing House Co. Ltd., and/or any regulators that are obligated to supervise securities and/or Derivatives businesses, the Bank of Thailand, and other financial regulators under the jurisdiction of the Bank of Thailand.

"Derivatives Agent" means a person with a license to conduct Derivatives Agent business in the Derivatives market which provides or demonstrates to the public that can provide the Derivatives Agent business in Trading Derivatives with others.

"Goods" means Goods as defined in the Derivatives Act B.E. 2546, and/or as amended from time to time.

" $\mbox{Variables}$ " means Variables as defined in the Derivatives Act B.E. 2546, and/or as amended from time to time.

"Derivatives Market" means the Thailand Futures Exchange (Thailand) Public Company Limited, and includes any Derivatives exchanges approved by the SEC.

"The Clearing House" means the Clearing House Thailand Company Limited, and includes any Derivatives clearing houses approved by the SEC.

"Derivatives" means any contracts under the Derivatives Act B.E. 2546 (2003), including Derivatives provided by the Derivatives Market, and/or as

"Purchasing Order" means offers to buy Derivatives as according to the Trading rules for Derivatives that the Company announces, specifies under the provisions of the Relevant Regulations.

"Selling Order" means offers to sell Derivatives according to the Trading rules for Derivatives that the Company announces, specifies under the provisions of the Relevant Regulations.

"Trading" means a purchasing or selling order of Derivatives, the matching of which is confirmed by the Derivatives Exchange and/or under the provisions of the Relevant Regulations.

"Margin" refers to Margin stipulated by the Company requested from Customers as a guarantee for the performance of Derivatives and this Agreement.

"Initial Margin" means minimum properties that a Customer must deposit or pay for the purchase or sale of each new Derivative at the rate or amount stipulated by the Company, and/or under the provisions of the Relevant Regulations and/or the Company may adjust such rates and amounts as appropriate without prior notification to the Customer.

"Maintenance Margin" means minimum properties that a Customer must maintain for the purchase or sale of Derivatives at the rate or amount stipulated by the Company, and under the provisions of the Relevant Regulations and/or the Company may adjust such rates and amounts as appropriate without prior notification to the Customer.

"Additional Margin" means properties other than the Initial Margin and Maintenance Margin that a Customer must deposit with the Company. The Company reserves the right to call for Additional Margin as appropriate.

"Equity Balance" means value of properties that equal to the deposited cash of the Customer with the Company, equal to the properties calculated based on the cash of the Customer combined with an adjustment for the value of Futures at the Mark-to-Market at the end of such business date.

"Intraday Force Close Margin Requirement" refers to the level of securities prescribed by the Company and Relevant Regulations that if the Customer's Equity Balance drops below this level, the Company will inform the Customer to immediately deposit more money to maintain the Equity Balance at the level of the Maintenance Margin.

"Excess Margin" means the Equity Balance minus the Initial Margin for the Derivatives.

"Customer" means the person whose name appears in this Agreement as a Customer, including their agent or the authorized person appointed by such Customer to act for and on their behalf of the Customer. This appointment must comply with the format and processes provided by the Company.

"Market Value" means the value of Derivatives positions calculated from the market price of each type of Derivatives as stipulated by the Futures Exchange and/or the Company under the provisions of the Relevant Regulations

"Customers' Properties" means money or other properties deposited by the Customers with the Company to pay debts and/or as Margin under this Agreement, along with any rights and benefits arising from such assets.

"Relevant Regulations" means the Derivatives Act B.E. 2546 (2003) as amended from time to time, the rules, regulations, notifications, or orders issued by the SEC, the Futures Exchange, or the Clearing House, along with any laws and regulations applicable to Derivatives, Goods, or Variables as amended from time to time

"Fees" means agency Fees under this Agreement at the rate stipulated by the Company, along with any taxes, stamp duty, and other expenses related to Trading.

"Networking Company" means the Derivatives Agent who has entered into an agreement with the Company for the transfer of Customers' Purchasing Orders or Selling Orders in case of force majeure or emergency circumstances with the Company's computer system.

"SEC" refers to the Securities and Exchange Commission.

"Trading Limit" means the Customer's maximum Trading Limit at a time as approved and stipulated by the Company.

"Position Limit" means the maximum Trading position of all or each type of Derivatives held by a Customer at a time as approved and stipulated by the Company, according to the calculation method stipulated by the Company under the provisions of the Relevant Regulations.

**"Business Days"** means the day on which the Futures Exchange and the Clearing House conduct their regular business operations.

"Beneficiary from Customer's Trading" means a person designated by the notification of the SEC and/or relevant authorities as amended from time to  $\dots$ 

"Username & Password" means the Password of the Customer provided by the Company for the use of Trading though internet system and/or other activities as outlined in this Agreement.

"Anti-money laundering and terrorist law" means the Anti- Money Laundering and Terrorist Financing Act B.E. 2556 and/or relevant Royal Decrees, Ministerial regulations, rules, regulations, and announcements, as amended from time to time.

Any additional wording or terms used in this Agreement shall have the meaning as specified in the Acts or announcements, regulations of SEC, the Derivatives Market, or the Clearing House as the case maybe, as long as they are enforceable on the date of entry, or the laws, announcements, or regulations that are later issued to amend or replace such laws, announcements or regulations.

Any matters not agreed upon in this Agreement shall be according to the Acts or regulations, announcements, or ruling announcements of the SEC, the Derivatives Market, the Clearing House, the current Civil and Commercial Code, or according to the laws and announcements that are issued to amend or replace such announcements or the Code, as applicable, as the case maybe.



#### 2. Opening an Account

2.1 The Customer agrees to open a Trading account with the Company in order to place Derivatives' Purchasing Order or Sale Order through the Company. The Company agrees to open such an account for the Customer at a rate that does not exceed the Position Limit, provided that the Customer consents to comply with the terms and conditions outlined in this Agreement and/or other terms of the Company and the Relevant Regulations and is fully informed of all risks related to Trading as outlined in the risk disclosure statement on Trading. The Customer hereby acknowledges that Trading by the Customer through the Company in the Derivatives Exchange shall not in any way create any direct legal relationship between the Customer, the Derivatives Exchange, and the Clearing House.

2.2 The Customer agrees to appoint and authorize the Company to act as the Customer's Derivatives Agent, to perform on behalf of the Customer, and to perform any necessary actions related to the Trading and Goods or Variables, both within and outside of the Derivatives Exchange, including exercising, denying and/or proceeding with any actions when the Customer is forced to exercise their rights. The Company is also authorized to substitute or appoint others to act, assuming that this Agreement shall be deemed as a power of attorney. The Company consents to such appointment and authorization and, whereby the Customer agrees that such appointment or authorization shall not be cancelled or revoked, in whole or in part, unless the Customer pays all debt in connection with this Agreement or other debts owed to the Company in full. Additionally, the Customer agrees to pay the Company for fees, brokerage fees, commission, taxes, stamp duties, and any other expenses related to Trading under this Agreement at the rate prescribed by the Relevant Regulations or as agreed upon by both parties.

2.3 The Customer agrees to pay Fees outlined in this Agreement, including other expense such as Bank deduction fees, that occur from Trading with the Company within timeframe and rate provided by the Company and/or under the provisions of the Relevant Regulations.

2.4 The Application of Opening Trading Account, the risk disclosure, and other documents related to Derivatives, announcements, or other documents that the Customer signs and/or submits to the Company, shall be deemed as part of this Agreement.

2.5 The Customer hereby represents that all information disclosed to the Company is true and accurate in all respect. If any information given to the Company appears false and may materially affect the terms and conditions of this Agreement, the Company is entitled to act in accordance with Clause 6 and/or consider that the Customer is in breach of this Agreement.

2.6 If the Customer is in default or breaches any of the immaterial terms and conditions of this Agreement, the Company may postpone, and allow the Customer to remedy, such default or breach within a specified period, or in accordance with certain specific conditions, provided that such an extension is intended to be temporary. Even there is an extension approved to the Customer because his/her breach of Agreement or default, the Company still reserves all the rights in every case.

The Customer agrees that the Company has absolute discretion to determine whether any clause in this Agreement is material.

2.7 If the Customer is in default or breaches any provisions regarding the payment of debts under this Agreement, or if the Customer does not pay its debts and/or Fees, or other expenses due or the performance of which is duly demanded by the Company, the Customer hereby consents to pay all debts, including expenses in demanding, instituting court proceedings, and attorney fees, to be considered owed the same as the debt obligations under this Agreement, and must pay Penalties to the Company from the due date until the Company receives such payments in full.

#### 3. Trading of Derivatives via Internet, Trading Limits, and Position Limits

3.1 In respect to Trading under this Agreement, the Customer agrees to provide or to proceed to have Customer's Properties, whose value or rate of which must not be less than prescribed by the Company, as Margin to be deposited with the Company, prior to each trade. In this regard, the Customer

acknowledges and agrees that the Company has sole discretion to allow the Customer to trade on Derivatives without a prior Margin, in accordance with rules and regulations. For the benefit of considering Trading Limit and Position Limit of the Customer under this Agreement, the Company may combine accounts of related persons of the Customer, or the Beneficiaries of the Customer's Trading opened with the Company, when calculating the Position Limit.

The Company at its own discretion, may increase or decrease the Trading Amount and/or Position Limit of the Customer without its consent. Furthermore, the Customer agrees that the Company has the right to refuse any Trading, the amount of trades which exceed the Customer's Trading Amount and/or Position Limit, whereby the Customer agrees that the Company may not proceed with such Trading and shall not object to, or claim any damages for, against the Company.

3.2 When placing Purchasing Orders or Sale Orders under this Agreement, the Customer fully understands types of Purchasing Order or Sale Order and other conditions of such orders as prescribed by the Derivatives Exchange and/or the Company. In this regard, the Customer may place a Purchasing Order or Sale Order either verbally, or in writing, via electronic means, or deliver the order on their own, via internet system, other means such as telephone, teletype, facsimile, post office, other means as under the laws, the customary practices for placing Purchasing Order or Sale Order that the Members of Derivatives Exchange currently compliant with terms and conditions as specified by the Company, or any other means as approved by the Derivatives Exchange or any future means.

In case where the Customer place Purchasing Orders or Sale Orders verbally, the Customer may place order in person at the Trading room of the Company, over the telephone, facsimile, computer systems, or other means. In this regard, the Customer agrees that any documents, electronic information recorded in computer systems, or recording tapes of the Purchasing Order or Selling Order of the Customer, in which the Company has possession, is sufficient for the Company to hold the Customer liable to the Company under the Relevant Regulations for Purchasing Orders or Sale Orders placed via telephone. The Customer consents to be recorded when placing Purchasing Orders or Selling Orders via telephone, for the benefit of the Company's obligations under this Agreement, and further agrees that all conversations may be included as evidence in legal proceedings, arbitration, for purposes of dispute resolution, or investigations from Relevant Regulators.

In this regard, the Customer agrees and acknowledges that the Company has right to refuse or not proceed according to the Purchasing Order without prior notice, nor provide any reasons. In regards to such actions, the Company shall not be liable to the Customer.

3.3 In the case that the Customer requests placing Purchasing Orders and/or Selling Orders of Derivatives through internet systems without contacting the agent appointed by the Company, the Customer agrees to be bound and to perform by the following terms and conditions:

3.3.1 The Customer agrees and acknowledges that execution of this Agreement is a request to place the Purchasing Order and Selling Order though an internet system. Upon approval to place the Purchasing Order and Selling Order though the internet system of the Company, the Customer shall only place Trading orders by using the username, password, and PIN code of the Customer according to the terms and conditions prescribed by the Company.

In this regard, the Customer may change his/her password and PIN code at any time, however, the Customer shall change his/her password and PIN code only when specified by the Company. In any case, the newly changed password and PIN Code shall immediately replace the old credentials.

3.3.2 The Company will inform the Customer of any assigned username, password and PIN code. The Customer agrees to change the password and PIN code immediately, in order to prevent other person to know his/her password and PIN code and other codes, agrees to keep the username, password, PIN code and other codes of himself/herself confidential, and agrees to provide measurement to prevent other persons to know or access by using username, password, PIN code or other codes. The Customer agrees that, in case that anyone gets access to place the orders to trade Derivatives, or the monitoring of information in the internet system, in the process of using any usernames, passwords, PIN codes, and other codes, the Customer agrees to bind himself/herself to that action and to be responsible for any consequences or damages potentially incurred from the actions, as if performed by the Customer.



In respect of such actions, the Customer can cancel trades through internet system by informing the Company in writing within no less than 7 Business Days.

3.3.3 The Customer agrees and acknowledges that the Company may deliver the usernames, passwords, PIN codes, and other codes to the Customer via post office, have the Customer pick up, or any other means as the Company deems appropriate. In the case that usernames, passwords, PIN codes, and other codes are lost, damaged, or forgotten by the Customer, regardless of any reason, the Customer shall immediately inform as such in writing to the Company to restrict such usernames, passwords, PIN codes, and other codes. If any damages occur prior to the restriction by the Company, the Company shall have no liability, and such damages cannot be brought by the Customer as a disclaimer, or claim against the Company as liable, for any potentially incurred damages.

3.3.4 When placing Trading orders through internet systems or other services of the Company as provided under this Agreement, the Customer agrees to be bound to the purchase and/or sale of Derivatives, or other services provided by the Company through internet systems. The Customer shall have the duty to examine the results of such Trading or other services though the internet system, by using format and means specified by the Company. The Company may inform Trading results or other service information through any means as the Company deems appropriate. The Customer agrees and acknowledges that the Trading orders and/or any others under this Agreement placed using the usernames, passwords, PIN codes, and other codes of the Customer binds the Customer, even for order not placed by the Customer, without documentation as evidence of execution by the Customer. Further, the Customer agrees to be liable for the actions as if it is performed by the Customer. In respect of thus, regardless of such actions performed in bad faith, and/or by third parties, the Customer agrees that it cannot bring such claims against the Company.

3.3.5 The notification, information, letters, notices, documents and announcements under this Agreement, and/or other information that delivered by the Company to the Customer using the address, email, website, internet, and/or other places provided by the Customer to the Company, and/or by other means as the Company deems appropriate, terms and information provided through utilizing such information are deemed to be legally received and acknowledged by the Customer. The Company is not required to re-deliver such documents and/or information to the Customer via post office. In this regard, if the Customer were to make changes to their information, address, email and/or website that the Customer has previously provided to the Company, the Customer shall inform the Company of such changes in writing 7 days in advance prior to the changes, or inform the Company by any means specified by the Company. If the Customer fails to do so, the Company shall have no liability in respect of such changes.

By this Agreement, the Customer requests and agrees, that in delivering the order confirmations of Derivatives and statements of the Customer, including relevant documents or information, the Company shall electronically deliver to the Customer through internet systems, email, or other means as specified by the Company according to the regulations or announcements of the SEC.

#### 3.4 The Customer certifies and confirms that:

3.4.1 The Customer understands and are aware of the risks associated with the Trading of Derivatives through internet systems in any case, such as the loss of information during the sending process, delays, or errors in sending information, including in the case of system errors, malfunctions, or any errors in the information occurring from the restrictions in using internet system. In any event, the Customer agrees not to claim against the Company for compensation or damages incurred from the abovementioned reasons, and agrees to the risks on their own accord.

3.4.2 The Customer shall use the computer system of the Company and/or other persons specified by the Company, only to connect with the Customer's computer. The Customer shall not permit, or agree to allow any person to connect their computer to the Customer's computer, which could allow that person to be able to directly place Trading orders into the computer system of the Company and/or the Derivatives Market.

3.4.3 The Customer shall specify the details of Trading orders by using the format and means provided by the Derivatives Market and/or the Company, and the Customer agrees to be bound by the result of such Trading orders as shown in the internet system. The Customer will examine the results of such Trading orders placed through the internet system by using the format and means provided by the Derivatives Market and/or the Company.

3.4.4 In the case that, regardless of any reason, the computer, electric, or communication system of the Company, and/or the Derivatives Market, and/or the Clearing House is down or damaged, causing the Customer to be unable to place Trading orders through internet system as under this Agreement, the Customer shall not bring such issues as disclaimer, or claim liability against the Company. If the Company incurs damages from the use of the service by the Customer, the Customer shall be responsible for the damages, except for damages incurred due to the Company's own fault.

 $3.4.5\ {\rm The}$  information received by the Company through internet systems is valid and binds the Customer.

3.4.6 The Customer fully understands and acknowledges the laws, notifications, conditions, regulations, and rules regarding Trading through internet systems, and agrees to act in accordance to existing laws, regulations, announcements, and rules, including such as amended from time to time.

3.4.7 Aside from what is already provided regarding the Trading through internet system, the Customer agrees to be bound by and comply with other agreements arising from Trading through internet systems according to other provisions in this Agreement, and/or to the laws, regulations, rules, or announcements of the Derivatives Market, and/or the SEC, and/or the Clearing House.

 $3.4.8\ {\rm The}\ {\rm Company}\ {\rm has}\ {\rm right}\ {\rm to}\ {\rm change}\ {\rm the}\ {\rm terms}\ {\rm and}\ {\rm conditions}\ {\rm of}\ {\rm Trading}\ {\rm Derivatives}\ {\rm through}\ {\rm internet}\ {\rm systems}\ {\rm under}\ {\rm this}\ {\rm Agreement}.$ 

3.5 In the case that the Customer wants to place Trading orders for Derivatives, or take any actions related to the Trading of Derivatives through electronic systems, or other communication devices excluding internet systems, the Customer must obtain approval from the Company, and comply with the terms and conditions prescribed by the Company. Clause 3.3 to 3.4 of this Agreement shall govern the actions of the Customer.

3.6 When Trading Derivatives under this Agreement, the Customer agrees to be bound by the computer system provided by the Derivatives Market and/or the Clearing House, and agrees to submit the results of the Trading and/or the deposit of Margin through the computer system.

The Company has right to request the Customer to execute and/or confirm the result of Trading, and/or the deposit of Margin, through the means specified by the Company. Such Trading and/or deposit of Margin shall be considered evidence of Trading and/or the deposit of Margin, regardless of the Customer's signature to acknowledge and/or confirm the results of such Trading and/or the deposit of Margin.

3.7 When Trading Derivatives under this Agreement, the Customer acknowledges and agrees that the Company may, as the contractual party, trade Derivatives with the Customer, and this Agreement shall be deemed as written consent in respect of such an arrangement. Therefore, the Company is not required to inform the Customer at each time, except for when expressly assigned such duties in Relevant Regulations.

3.8 Unless specifically stated in the Purchasing Order or the Selling Order by the Customer, a Purchasing Order or a Selling Order is binding on the Customer upon the placement, or consideration of placement, of such an order. In the case that the Company is unable to carry out the trade according to the Customer's order, whether in part or in whole, the part of an order that cannot be carried out shall be cancelled upon the end of the time period specified in the Customer's Purchasing Order or the Selling Order, or as specified by the Relevant Regulations.

Where the Company is able to carry out the trade according to the Customer's order, whether in part or in whole, the Customer agrees and accepts the consequence of such a trade in all respects. The Company shall not be liable for any losses suffered by the Customer if the Company is unable to carry out the trade according to the Customer's order, whether in part or in whole

3.9 The Customer shall notify the Company of the cancellation or change of a Purchasing Order or a Selling Order, whether in part or in whole, before such a Purchasing Order or Selling Order is executed. Such cancellation or change of order shall be effective only after the Customer has received a confirmation of the cancellation or change from the Company. Such a cancellation or change of order shall not affect any actions performed by the Company prior to the effectiveness of the cancellation or change of order.



3.10 After the Customer has placed an order for the Company to buy and/or sell Derivatives, it is the Customer's responsibility to review the results of such an order within the day of the placement of the order.

If it appears to the Customer that there is a mistake or inaccuracy in the Purchasing Order or the Selling Order of such a trade, the Customer shall dispute the confirmed Purchasing Order or Selling Order to the Company in writing, or via telephone with tape recorder provided by the Company, within the day of the trade. Otherwise, it shall be deemed that the Customer accepts such Purchasing Order or Selling Order, or Trade, to be valid, correct, and complete, and it shall be further considered that the Trading transactions report sent by the Company to the Customer is correct and complete in all ways.

3.11 If the Derivatives position in the Customer's account exceeds the Position Limit, the Customer agrees and accepts that the Company will close out the Derivatives position of the Customer, until the Customer's Position Limit is in accordance with the criteria announced and specified by the Company.

3.12 The Customer accepts that Trading decisions are made by the Customer. Information, news, or any recommendations related to Trading, from any officers of the Company, shall not bind nor make the Company liable, unless such action arises from the willful action or gross negligence of the Company, or default/violation of the provisions under the Relevant Regulations.

3.13 If Customer does not place a Purchasing Order or a Selling Order in the account opened with the Company, and there are no Derivatives positions remaining in the account for a period of more than 6 months, or the period specified by the Company, the Customer agrees to pay account maintenance fees to the Company in the rate announced by the Company, and the Company is not obliged to notify the Customer, or obtain consent for the deduction, and the Customer agrees not to raise any defenses against the Company.

The Company reserves the rights to terminate this Agreement and liquidate all accounts of the Customer opened with the Company. The Customer agrees to allow the Company to deduct an amount from the Customer's cash available in the Derivatives account under this Agreement, for account maintenance fees as according to Paragraph 1 of this clause, without acquiring the consent of the Customer.

- 3.14 A transfer, or an acceptance of a transfer of the position of the Customer with other person, shall be in accordance with the criteria specified by the Company and under the provisions of the Relevant Regulations.
- 3.15 To proceed with exercising the rights, rejections, rejections of the exercise of rights, and/or being forced to exercise the Customer's rights under the Derivatives contracts, shall be in accordance with the criteria specified in the Derivatives contracts and/or specified by the Company, and under the provisions of the Relevant Regulations.
- 3.16 The Customer agrees and accepts that the Company has the right and legitimate power to reject, cease, or cancel the Customer's orders if the Company views that such orders exceed the Trading limit and/or the Derivatives at the highest rate, for the purpose of preventing and deterring abnormal Trading conditions, Trading behaviors, or any similar conditions that may evade or violate the Relevant Regulations, or the Company deems appropriate, without advance notice or reasons. The Customer agrees to accept that the Company shall not proceed with such orders, and shall not raise or claim any damages against the Company.

#### 4. Margin

- 4.1 The Customer agrees to deposit Margin with the Company for the purpose of Trading in accordance with the Relevant Regulations and as specified by the Company.
- 4.2 The Customer is required to deposit Margin with the Company in the amount and at the rate not lower than the Initial Margin under the conditions and time period specified by the Company.
- 4.3 The Company will calculate the value of Derivatives in the Customer's account and adjust the Margin value deposited with the Company to be in line with actual market value, in accordance with the method specified by the Relevant Regulations at least by t the end of each business day, or as specified by the Company.

4.4 The Customer agrees to maintain the Maintenance Margin to have the aggregate value or rate not lower than the Maintenance Margin, under the conditions and time period specified by the Company at the end of any business day. If the aggregate value or rate of the Customer's Margin is lower than the Maintenance Margin, the Customer shall deposit Additional Margin, or close the Derivatives position in part or in whole, so that the value or rate of the Maintenance Margin in the Customer's account is equal to, or more than, the Initial Margin. The Customer shall deposit such Additional Margin, or close such Derivatives positions, within the time period specified by the Company.

4.5 Under the provisions of the Relevant Regulations, the Company may request the Customer to deposit Additional Margin with the Company for each type and each kind of Derivatives contracts, and when the Company exercises the right to request Additional Margin, the Customer is obliged to deposit the Additional Margin in the amount, and within the time period, specified by the Company

4.6 In the event where the value or rate of the deposited Margin is higher than the rate under this Agreement specified by the Company, the Customer may withdraw the Margin deposited with the Company in such an amount that the resulting rate and/or value of the Customer's Margin is not less than the Margin specified by the Company under this Agreement. The Customer shall comply with the criteria and methods specified by the Company.

4.7 At any time, if the Company sees that the value of the Customer's Properties is equal to, or below, the Force Close Margin, the Customer agrees to allow the Company to exercise its right to immediately close out the Customer's Derivatives position. The Company may close out the Customer's Derivatives position in part or in whole, without acquiring consent in advance from the Customer. The Force Close Margin under Paragraph 1 of this clause, shall have the value or rate as announced and specified by the Company.

4.8 If the Company closes out the Customer's Derivatives holdings, and such resulting money is not sufficient for any debt payments that may happen and/or if the Customer still has potential losses which incur debt obligations, to the Customer and the Customer must pay additional money to the Company, and agree to pay the outstanding debts in full. The Customer agrees to allow the Company to call for payment or setoff with other assets the Customer has with the Company.

In the case where the Customer does not pay such debts within the period specified by the Company, the Company reserves the right to Lock all Customer accounts by prohibiting the Customer from purchasing additional securities of all types in the Customer's account, except for the purpose of selling only.

4.9 To withdraw Excess Margin, the Customer shall notify the Company within the period announced and specified by the Company. To withdraw money via the internet in accordance with methods and conditions specified by the Company, such transactions shall be considered part of the Trading via internet networking systems.

#### 5. Customers' Properties

- 5.1 The Customer agrees to appoint the Company to maintain the Customers' Properties, including any other benefits arising from such assets. The Customer fully understands and acknowledges that, with respect to such appointment, and in the case where the Company is in possession of the Customer's money during the process of separation of the Customers' Properties pursuant to Clause 5.4, if the Company encounters financial problems, the Customers' Properties under custody of the Company will not fall within the scope of protection of the Financial Institutions Development Fund and/or the Deposit Protection Agency Act.
- 5.2 The Customer agrees and accepts that the Customer's Properties received by the Company shall be segregated from the Company's accounts. Assets of Customers shall be kept together under a segregated account of all customers (the Omnibus Account).
- 5.3 The Customer agrees that the Company has the right to deduct the Customers' Properties in the Customer's account, and/or order the payment of money from such account, for the following purposes:
  - (1) for Trading;
- (2) for cash settlement, physical delivery, or due expiration of Derivatives contracts in advance, as well as the exercise of rights, rejections on exercising rights, and enforcement of rights under Derivatives contracts;



- (3) for use as collateral or for marking-to-market the collateral account;
- (4) for payment of fees and/or any other amounts in relation to Trading, as well as exercise of rights, rejections on exercising rights, and enforcement of rights under the Derivatives of the Customer;
- (5) for payment of debts and penalties if the Customer is in default under this Agreement;
  - (6) for any other purposes as specified in the Relevant Regulations
- 5.4 With respect to the Customers' Properties received or to be received by the Company for the purpose of Trading, the Company shall separate the Customers' Properties for safe-keeping in custody in accordance with the Relevant Regulations as follows:
- (1) Cash: The Company will keep the cash in a separate account, or deposit such cash with a commercial bank, or other banks set up under specific laws, or invest in bank certificates of deposit, treasury bills, government bonds, state-owned-enterprise bonds, or Bank of Thailand bonds, or invest in notes which are endorsed by the Ministry of Finance in full, or invest in Trading transactions with the return Agreement of which bonds are under the criteria and conditions specified by SEC, or invest in any way as specified and announced by the SEC, provided that it is clearly specified that the Company is acting for the benefit of the Customer, or in compliance with any other means as announced and specified by the Relevant Regulations, or the Company.
- (2) Securities: The Company will keep the Securities in a manner it can be identified that the Securities are the Customers' Properties, or deposit the Securities with Thailand Securities Depository Company Limited, or elsewhere as announced and specified by the Relevant Regulations and/or the Company.
- (3) Other assets: The Company will keep and separate such other assets in a manner that it can be identified that such other assets are the Customers' Properties, or elsewhere as announced and specified by the Relevant Regulations and/or the Company.
- 5.5 Subject to the conditions and requirements of the Relevant Regulations, the Company may invest the Customers' Properties on behalf of the Customer. In this regard, the Company agrees to pay the return, or benefits from money deposit or investment, at the rate not exceeding the return or benefits that the Company actually receives from such investment, within the time period as announced by the Company from time to time.
- 5.6 The Customer agrees to pay fees to the Company for the return on the Customers' Properties that the Company keeps in custody, at the rate and within the time period as announced and specified by the Company from time to time.
- 5.7 To withdraw the Customer's Properties, for each withdrawal, the Customer shall notify the Company of its intent in writing in advance, within the time period specified by the Company. The withdrawal shall not exceed the actual amount of the Customer's Properties after calculating the net of all of the Customer's obligations, shall not cause the value of the Customer's collateral to be lower than the Initial Margin, and shall not violate relevant provisions and/or Relevant Regulations.
- 5.8 The Company shall not take any action which results in the creation, change, transfer, reservation, or extinguishment of the rights of the Customer in the Customer's Properties without, or not in accordance with, an order or consent of the Customer, except as the law permits, or this Agreement, provides.
- 5.9 The Customer agrees to allow the Company take the Customer's assets to invest and/or deposit with a financial institution that is an affiliate or group of the Company, or a company in a group the Company sees appropriate.
- 5.10 In the case the Customer requires the Company to apply money or any benefits from the assets placed by the Customer with the Company, to use for the benefit of other parties, the Customer shall send such an order in writing to the Company. However, the Company reserves the rights to exercise its discretion whether to follow the Customer's request, which shall not be considered Company liability.
- 5.11 To comply with the conditions and provisions of the Relevant Regulations, the Customer shall give consent to the Company to apply the Customers' Properties under possession of the Company, to deposit with commercial banks or other banks set up under specific laws, or invest in bonds or Trading transactions with return agreements with the commercial

bank or other banks, which are the affiliates or a group of Company, or a company in a group the Company deems appropriate. This consent shall be in effect until the Customer withdraws such consent in writing.

The Customer agrees to waive its rights for claiming any damages against the Company, for actions that the Company takes in accordance with the Customer's given consent.

#### 6. Causes of Default and effects of default termination of the Agreement

- 6.1 If one or more of the following events occur, all debts of the Customer relating to the trade of Derivatives are immediately due, and the Company shall have the right to close out Derivatives positions and terminate this Agreement, and immediately deduct the account accordingly, as follows:
- (1) The Customer is dead, considered an incompetent or quasi-incompetent person, insolvent, or is ordered by the court to be under receivership or bankruptcy, or the business of the Customer is ordered to undergo business reorganization.
- (2) The Customer's actions indicate that the Customer will not be able to pay debts for Trading, for example, concealing or transferring all or part of their assets, entering into an Agreement in relation to the payment of debts, or negotiating with the Customer's creditors, and et cetera.
- (3) When courts or government agencies render a judgment or order for the Customer to pay debts, or seize or attach rights over the Customers' Properties, whether in part or in whole.
- (4) The Customer fails to pay any debts for the payable, or minimum payable amount, due under this Agreement.
- (5) When the Customer is unable to correct the cause of default or breach of contract within the period specified under Clause 2.6.
- (6) When any confirmations, representations, or any documents made or provided (or considered to be completed or be provided) by the Customer to the Company under this Agreement, or as specified in letters or other documents made, or submitted by the Customer under, or in relation to this Agreement, are false, incorrect, incomplete, or inaccurate for any reason.
- (7) Any license required to operate the business of the Customer is terminated, revoked, suspended, or expires without having been renewed and, thereby adversely affects the Customer's ability to pay debts under this Agreement.
- (8) When any other debts of the Customer are due before the due date, or may be due before the due date, or fails to be paid when due, or in the case of a guaranty, the debts are not paid when due, or the person guaranteed by the Customer is in default, as a result of which a claim under the guarantee would be made against the Customer, or when the Customer is in default, or is in breach of any contractual provisions relating to such debts.
- (9) When an official receiver, executing officer, or a similar officer is appointed to administer the business of all, or the majority of, the assets of the Customer, there is an order to enforce a judgment against all, or the majority of, the assets of the Customer, or there is an enforcement against all, or the majority of, the assets of the Customer, as a guarantee for any person.
- (10) If there is a bankruptcy proceeding against the Customer, or any person files a bankruptcy petition in a court against the Customer, and the Customer is not able to resolve the bankruptcy claim or petition to the satisfaction of the Company within forty five (45) days of the date of such a bankruptcy claim or petition.
- (11) The Customer generally calls for a meeting of the Customer's creditors, or generally offers the creditors to step-in, or negotiates with the creditors, or generally transfer any rights for the benefit of the creditors.
- (12) An occurrence of an event, or multiple events, whether or not such events are connected, that may materially and adversely affect the Customer's ability to perform any obligations under this Agreement.
  - $6.2\ \mbox{Notwithstanding}$  any other terms of this Agreement, if:
- (a) the Customer conceals or provides inaccurate facts in this Agreement, whether in whole or in part;
- (b) the Customer refuses to be or is not compliant with, any material clause of this  $\mbox{\sc Agreement};$
- (c) the Customer is in default, for which the Customer does not deposit Margin or close out the Derivatives Positions as under the terms and specification in Clause 4.
- (d) the Company deems appropriate, for the purpose of preventing and deterring anomal Trading conditions and Trading behaviors which are improper, and/or may violate laws:
- (e) the Company complies with an order of the Clearing House, the Derivatives Exchange, or the SEC, and without requiring consent in advance from the Customer, the Customer agrees that the Company may undertake any, or all, of the following



- (1) refuse an advance Purchasing Order or Selling Order from the Customer, except if such an order is intended for the purpose of closing out a Derivatives position;
- (2) cancel the Purchasing Orders and Selling Orders or Position Limit of the Customer:
  - (3) reduce or limit the Trading limit or Position Limit of the Customer;
  - (4) close out all or part of the Customer's Derivatives positions immediately;
- (5) setoff debts, retain the Margin or any other benefits that the Customer has with the Company, and/or deduct or enforce the Customer's accounts opened with the Company whether such debts become payable:
- (6) demand to collect penalties from the Customer for a default to deposit Margin for the amount that is in default, or the fees payable by the Customer under this Agreement;
- (7) close all accounts of the Customer to pay the debt obligations of the Customer; or
- (8) terminate the contract, and demand the Customer to pay outstanding debts immediately

6.3 Such closing out of the Derivatives positions, and deductions of the Customer's account are for the purpose of paying debts for the Derivatives under this Agreement, as well as paying the penalties and fees arising from Trading under this Agreement. If there is still an outstanding amount owed to the Company by the Customer after such closing out of the Derivatives positions and deductions of the account, the Customer shall be responsible for the outstanding amounts together with any penalties until the outstanding amount is paid to the Company in full. If there is a remaining balance available after such closing out of the Derivatives position and deductions of the account, the Company shall return the requisite amount of money to the Customer without an interest.

Regarding the deductions of benefits in the Customer's account arising from closing out the Derivatives positions under Paragraph 1 of this Clause for the purpose of paying debts, the Customer authorize the Company to have the right to withdraw, transfer, or perform any necessary actions to take cash, and/or any properties of the Customer, in any securities Trading account, and/or debt instruments Trading account which the Customer opened with the Company, to deduct the debt immediately without the consent of the Customer, and such exercise of the right of the Company shall not be considered to violate the Agreement relating to such securities Trading accounts.

6.4 If the Company is unable, does not close out, or fails to close out, Derivatives positions as under this Agreement or the Relevant Regulations, the Customer agrees that the Relevant Regulators, or any person assigned by the Company, may close out such Derivatives positions. For the purpose of closing out the Limit Positions of the Customer under Clause 6, "Customer" refers to the Customer, and/or the related person, and/or the beneficiary of the Customer's Trading.

- $6.5\ \text{If the Company discovers that the Customer:}$
- a) is listed, or ordered by the court as a "listed person," and/or;
- b) commits, or has reasonable ground to believe that they committed, a predicate offence under the provisions of the law on anti-money laundering and terrorism:

The Customer agrees that the Company shall have right to terminate the relationship with the Customer, without notice in advance to the Customer, and agrees that the Company shall have right to proceed with any or all actions as under Clause 6.2(1)-(8), and/or proceed with any actions as specified by the law on anti-money laundering and terrorism, and/or the Relevant Regulations.

#### 7. Acceptance and Delivery of Goods

The acceptance and delivery of Goods (if any) shall be in accordance with the Relevant Regulations.

### 8. Liabilities and Remedies

8.1 The Customer agrees to be liable for all losses and expenses incurred by the Company from, or in relation to, this Agreement, or any action or inaction of the Customer, or an agent of the Customer, including all losses and any expenses that the Company may incur, from demands or claims by other persons against the Company in relation to this Agreement, which do not arise from the willful action, inaction, or negligence of the Company, its officers, or employees in any way.

8.2 In the event of force majeure, an emergency, or an error in the Company's computer system, the Customer agrees that the Company may place the Customer's Purchasing Orders or Selling Orders through its Networking Company in order to match such Purchasing Orders or Selling Orders in the Derivatives Exchange.

8.3 The Customer agrees that the Company shall not be liable for any losses and/or damages suffered by the Customer, if such losses and/or damage is caused by fire, storm, strike, riot, protest, war, government control, data transmission error or communication network system error, delay from third parties or the Company's communication network, disruption of tools and equipment, disruption in electrical currents, or a force majeure event affecting the Company's operation, unless such damages or property losses are caused by the willful misconduct or gross negligence of the Company, or failure to perform as prescribed by the law and regulations of the SEC or Relevant Regulators. In such a scenario, the Company shall be responsible for the property in full.

#### 9. Risks

- 9.1 The Customer certifies and confirms to the Company that:
- 9.1.1 The Customer has full knowledge and understanding of Trading, the mechanisms and practices of Trading, deposit of Margin, risks and damages that may arise from Trading, and the Relevant Regulations, including the rights, duties, and responsibilities of the Customer and the Company regarding Derivatives and/or this Agreement, in all aspects.
- 9.1.2 The Customer has thorough knowledge and understanding of the nature and risks associated with Trading. The Customer shall consider Trading transactions with great care and attention, and the Customer accepts the consequences of Trading, in all aspects.
- 9.1.3 The Company has explained to the Customer that the Company is obliged to provide a risk disclosure statement, which shall consist of the list and substantive statement required by the guidelines of risk disclosure statement specified by SEC, and by signing the risk disclosure statement, the Customer is considered to have certified and acknowledged thoroughly reading and understanding the content, of such a risk disclosure statement.
- 9.2 The Customer has been informed by the Company that Trading involves high risks due to price fluctuations of Derivatives, Goods or Variables, as a result of changes to the Relevant Regulations, as well as applicable taxes and duties. Furthermore, as Trading involves a minimal amount of Initial Margin when compared to the value of the Trading order, a slight fluctuation of the price of the Derivatives may affect the Margin deposited by the Customer, or may require the Customer to deposit Additional Margin in higher proportion than the Derivatives price fluctuation, which may result in positive, or a negative, impacts on the Customer. Therefore, Trading may cause the Customer to lose all of the Initial Margin and the Additional Margin. In such a case where a Derivatives price fluctuation negatively affects the Customer's position, or increases the level of the required Margin, the Customer may be called upon to deposit Additional Margin in order to maintain the Derivatives position. If the Customer fails to deposit Additional Margin within the specified time period, the Customer may be closed out of the Derivatives position at a loss, and shall be responsible for the resulting losses

9.3 The Customer understands and accepts that this Clause may not cover all risks that may arise from Trading. Therefore, the Customer may be exposed to other risks not mentioned in this Clause, and the Company as a brokerage does not guarantee that the Company is able to prevent any risks that may arise. Therefore, the Customer shall exercise its discretion with great care when making decision on Trading, to be aligned with its return levels and acceptable risks. The Customer understands and acknowledges the risks of derivative warrants, as the Company has informed the Customer by publishing materials regarding derivative warrants Trading. It shall be considered that the Customer acknowledges and understands the risks of investments in any debt instruments that the Relevant Regulators will announce and enforce in the future.

#### 10. Authorization

The appointment and authorization under this Agreement shall be considered the instrument of Customer acceptance and authorization, for the Company to perform any following actions on behalf of the Customer:



10.1 to purchase, sell, transfer, and accept a transfer of Derivatives, and Goods or Variables of all types and kinds traded with the Company, the Derivatives exchange, and others aside from the appointer.

10.2 to make any payments, or receive any payments, relating to Trading, and Goods or Variables of all types and kinds, traded with the Derivatives Exchange and others.

10.3 to execute and/or sign in any writings, documents, or any instruments, related to and necessary for, achieving the purpose of the power of attorney. The Customer shall be responsible for, and bound by, any acts of the Company duly carried out under this Agreement, as if the Customer performed such acts themselves.

#### 11. Other Provisions

- 11.1 This Agreement shall be binding on the parties without any limitations on time. If any party wishes to terminate this Agreement, they shall notify the party in writing, at least 7 (seven) days in advance, and termination does not prejudice the rights and duties of the parties existing before the effective date of the termination. In the event that the Agreement is considered to be terminated, the Customer agrees to allow the Company to have right to close out the Customer's Derivatives positions as the Company deems appropriate, and Clause 6 shall apply mutatis mutandis.
- 11.2 The Customer is responsible for immediately notifying the Company, in writing, in the event of any changes to the Customer's information as under this Agreement. The Company shall not be liable for any losses suffered by the Customer as a result of the Customer's failure to comply with such obligation of changes information informing.
- 11.3 The Customer agrees to have duly received any notices or notifications the Company sends to the Customer under this Agreement, to the Customer's above-mentioned address, provided e-mail address, or delivery to the Customer's provided telephone number or facsimile, the Customer consents to be deemed to have duly received notices regardless of whether the Customer is notified of their own accord, or duly receives via another person.

If the Customer's address or e-mail address or telephone number has been changed, the Customer shall notify the Company at least 7 (seven) days before such change, or accordingly with any other method specified by the Company.

- 11.4 Under the provisions of the Relevant Regulations, the Customer consents to the Company's disclosure of all or part of any information relating to the Customer and its Derivatives positions, Trading account, and Trades, the records of which the Company has kept in all forms, including but not limited to, documents, voice recordings, and/or any electronic mediums, to the SEC, regulatory authorities, the Derivatives Exchange, the Clearing House, legal counsel, and the Company and group of company, the parentaland any subsidiaries' auditors, and in order to comply with the laws and court orders that may involve verification of the Customer's information, and laws on Credit Information Business and Anti-Money Laundering.
- 11.5 The Customer agrees not to demand, claim, file suits, or take any other action against the Company for any damages arising from any actions or lack of action of third parties out of the Company's control.

- 11.6 Failure, or delay of the Company, to exercise any rights, powers, or documents of title under this Agreement between the Company and the Customer, at any time shall not act as a waiver of rights, powers, or documents of title, and singular or partial exercise of the rights shall not in any way prejudice the mentioned full rights of the Company.
- 11.7 The Customer understands and is well-informed of related regulations, provisions, and conditions to trading Derivatives through the internet system of the Company, and shall strictly comply with such regulations and conditions, including any amendments and supplements made to such laws, notifications, regulations, and rules.
- 11.8 If any of the aforementioned laws, notifications, regulations, or rules are amended or supplemented after the execution date of this Agreement, the parties agrees to be governed by such amended or supplemented laws, notifications, regulations, or rules, unless the Company specifies otherwise.
- 11.9 The Company reserves the right to change or add terms as the Company sees appropriate without requesting the consent of the Customer. The Company shall notify such amendments to the Customer, and the Customer agrees to strictly comply with any amended terms.
- 11.10 This Agreement shall be governed by the laws of Thailand. The Customer may request the Office of the SEC to resolve any disputes between the Company and the Customer arising out of, or in connection with, trading under this Agreement, by arbitration as specified in the SEC's regulations in its relevant notifications.
- 11.11 In addition to the terms specified in this Agreement, the parties agrees to be subject to the Relevant Regulations and customary practices of Trading and trading securities.
- 11.12 If any provision in this Agreement becomes invalid, void, or unenforceable according to the law, the parties agrees that such provisions shall not affect any of the other remaining provisions, which shall continue to be in full effect.
- 11.13 The Customer confirms full awareness during the execution of this Agreement, has thoroughly read through the Agreement every pages and has no objections. The Customer agrees not to raise ignorance and lack of understanding as causes for action against the Company in any ways.

#### 12. Attachment to the Agreement

The following attachments constitute part of this Agreement:

- 12.1 Trading Questionnaire
- 12.2 Clarification Document for individual customers for Trading
- 12.3 Risk Disclosure Statement for Futures and Options Trading

The Customer has read and understands the terms in the Agreement, the risks of Trading, and all attachments, and is in a position to accept the risks and encumbrances arising from such transactions under this Agreement, without any dispute.

Signature	(Customer / Authorized person)	Signature	_ (Company/authorized person)
(	)	(	)
		RHB Securities (Thailand) Public Company Li	imited
Signature	(Witness/spouse)	Signature	_ (Witness)
(	)	(	)



Date
This Addendum is entered into between, hereafter referred to as the "Customer" as one party, and RHB Securities (Thailand) Public Company Limited, hereafter referred to as the "Company" as the other party. Whereby, both parties wish to enter into this Addendum to transact derivatives trades consisting of Single Stock Futures via a big lot derivatives trading system (hereafter referred to as to "trading SSF Block Trades") with the Company. Both parties agree that this Addendum shall be considered part of the Derivatives Brokerage Agreement between [the Customer's name and surname] and the Company dated (the date the Derivatives Brokerage agreement was entered into) (hereafter referred to as the "Derivatives Brokerage Agreement").
For the purpose of clearly defining the terms of trading SSF Block Trade between the Customer and the Company, the parties have agreed as follows.
Orders for trading SSF Block Trades shall be executed through telephone communications that are embedded with tape recording equipment and/or communication channels for securities or derivatives trade orders that the Company allows the Customer to use and/or through electronic communication channels or any channels permitted by the Company or relevant governing authority.
In the event of dispute or legal action, the recorded tapes and information contained therein shall be made available and shall be admissible as evidence in such dispute or legal action.
In the event that the Customer gives notice of its intention to place an order for trading SSF Block Trades, in accordance with Clause 1, to open a position (Open Position) or close a position (Close Position), such notice shall be binding on the Customer. Therefore, if the Company proceeds with trading SSF Block Trades in accordance with the Customer's instructions, in whole or in part, and the Customer subsequently fails to place the order, cancels or amends the order, in whole or in part, for any reason, resulting in a failure to execute trading SSF Block Trades as agreed with the Company, the Customer agrees to pay all expenses and/or compensation to the Company, including interest at the rate of 7.5 percent per annum from the date that trading SSF Block Trades was not executed as agreed with the Company until the Company receives full payment of such expenses and/or compensation according to this Clause 2.
3. The Customer agrees that it is solely responsible for providing sufficient margin to execute trading SSF Block Trades. The Customer will not use the excuse of not having found or provided sufficient margin as a reason for refusing or canceling the transaction. The Customer agrees and consents to pay all expenses and/or compensation to the Company in the event that the Company suffers losses as a result of the Customer's failure to find or provide sufficient margin before placing the order for trading SSF Block Trades, including interest at the rate of 7.5 percent per annum from the date that trading SSF Block Trades cannot be executed as agreed with the Company until the Company receives full payment of such expenses and/or compensation according to this Clause 3.
Signature (Customer) (



- 4. The Customer represents and warrants that before trading SSF Block Trades, the Customer acknowledges and thoroughly understands the product information, expenses related to the product, relevant interest rates and fees, as well as the risks involved, and will not use the excuse of not understanding the product information or risks involved as a reason for refusing or denying any transactions that have already been confirmed.
- 5. The Customer represents and warrants that, prior trading SSF Block Trades, it has thoroughly understands and acknowledges the relevant rules and regulations concerning the trading SSF Block Trades, including the rules for placing Block Trade orders set out by the Securities and Exchange Commission Board, the Securities and Exchange Commission office, the Future Exchange, government agency, or any department of the Company, as well as the correct business practices for trading SSF Block Trades. The Customer agrees to strictly comply with [these rules and regulations]. In the event, that there are revisions [and] amendments to the relevant rules and regulations after the date of this Addendum, the Customer shall not claim that it was not aware of such revisions [and] amendments, or that it did not understand or acknowledge the relevant rules and regulations concerning trading SSF Block Trades, including the rules for placing Block Trade orders set out by the Securities and Exchange Commission Board, the Securities and Exchange Commission office, the Future Exchange, government agency, or any department of the Company, as well as the business practices for trading SSF Block Trades, as a reason for refusing or denying any transactions that have already been confirmed.
- 6. The Customer represents and warrants that the Derivatives Brokerage Agreement and this Addendum, and the entering into them, shall be considered as trading SSF Block Trades for the Customer itself, and that the information contained therein is based entirely on the information provided by the Customer to the Company in the Application Form. The Customer represents and warrants that it will not allow any third party or the Company's employee(s) to act on its behalf in trading SSF Block Trades, unless the Customer provides them with a power of attorney in accordance with the terms set by the Company. For the avoidance of doubt, the power of attorney shall be provided and delivered to the Company on, or before, the transaction trading SSF Block Trades is carried out. The Customer understands and acknowledges that allowing others to use the portfolio to trade SSF Block Trades may constitute an offence under the Money Laundering Control Act, B.E. 2542.
- 7. During the trading SSF Block Trades, the Customer agrees to close positions of SSF Block Trades between the Customer and the Company exclusively in full with the Company. The Customer will not close positions (Close Position) on a trading board of Thailand Futures Exchange Public Co., Ltd. (TFEX) or with any other persons. If the Customer violates [this clause] by closing the derivatives positions on a trading board of Thailand Futures Exchange Public Co., Ltd. (TFEX) or with any other persons, the Company will calculate the gain and loss using the final settlement price set by Thailand Futures Exchange Public Co., Ltd. (TFEX). In addition, the Customer agrees and consents to pay full compensation to the Company in the event that the Company suffers any damages as a result of the Customer closing the derivatives positions (Close Position) on a trading board of Thailand Futures Exchange Public Co., Ltd. (TFEX) or with any other persons. This shall be done in accordance with the guidelines established by the Company under the relevant rules and regulations.

Signature		(Customer)
	(	_)



- 8. The Customer agrees that it must close all derivative positions before 12.30 p.m. on the last trading day of the futures contract. The Customer will not hold derivatives positions until their expiry date, unless [the Customer] obtains written consent from the Company to do so. In this case, such request for consent must be delivered to the Company no less than 14 days before the expiry date. If the Customer violates [this clause] and holds derivatives positions until their expiry date, the Customer agrees and consents that the derivatives positions will be closed automatically, and the Company will calculate the gain and loss by using the final settlement price set by Thailand Futures Exchange Public Co., Ltd. (TFEX). In addition, the Customer agrees and consents to pay full compensation to the Company in the event that the Company suffers damages as a result of the Customer holding derivatives positions until their expiry date. This shall be done in accordance with the guidelines established by the Company under the relevant rules and regulations.
- 9. In the event that the underlying stock is prohibited from trading by the exchange, such as if it is imposed with a Suspension Period (SP) sign, and TFEX Open Position contracts have expired during those suspension periods, or in any other emergency case that prevents the Company from trading such underlying stock on the exchange before the SSF contracts' expiry date, the Customer agrees to:
  - (1) receive or pay the difference in profit or loss between the TFEX final settlement price and the opening price of the underlying stock on the first trading day after the suspension period plus the Block Trade Fee (as specified in the **Attachment**), or
  - (2) For Long Open Position, transfer the stock from the Company to the Customer, and the Customer shall pay in full at the price of the TFEX final settlement price plus the Block Trade Fee (as specified in the **Attachment**).

The Company reserves the right to select either option by taking into account the timing and execution of the trade.

- 10. The Customer agrees and consents that the calculations in relation to trading SSF Block Trades shall be in accordance with the **Attachment** to this Addendum.
- 11. In the event that Company requests to close the Customer's derivatives position (Close Position) due to necessity and/or the company issuing the derivatives underlying shares announces the rights shareholders are entitled to (a Corporate Action), such as a dividend payment or capital increase, which could cause damages to the Company, or a recall of shares in the case of short positions, the Customer agrees to close the position (Close Position) at the price according to the Attachment as requested by the Company.
- 12. In the event that the Customer is requested to place a greater margin (Call Margin) or the value of the margin decreases to the extent that it forces closing (Force Close), and the Customer chooses to close the SSF Block Trade position instead of placing a greater margin, such closure of derivatives position or maintaining the outstanding position shall be carried out at the minimum trade volume of the SSF Block Trade set out by the Securities and Exchange Commission Board and/or Thailand Futures Exchange Public Co., Ltd. (TFEX) and/or the announcement of the Board of Futures Industry Club.

Signature	(	Customer)
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- 13. In the event of a change in the minimum size of futures contracts due to notification and/or requirement by TFEX for any reason, the Customer shall within 14 days either:
  - (1) <u>top up</u> additional futures contract(s) to the SSF Block Trade until the number of futures contracts satisfies the new requirement and is able to trade; *or*
  - (2) close the SSF Block Trade position before effective date of the change in minimum contract size.
- 14. The Company reserves the right to force close the derivative positions (Force Close) in the following event:
  - (1) the Company assesses that the derivatives positions carry a risk that is unmanageable, arising from the abnormal trading of the underlying securities or any other reasons;
  - (2) The Customer does not proceed with the required actions in Clause 12 within the specified period of time.

The Company will notify the Customer in advance before the Company closes the derivatives position. This shall be done in accordance with the guidelines established by the Company under the relevant rules and regulations.

- 15. In the event that the SSF Block Trade position is closed for any reason, including the expiration of the SSF Block Trade position and the Customer opens a new SSF Block Trade position ("Rollover"), the relevant fee, interest, and dividends shall be taken into account in the calculation of the closing position price in accordance with this Addendum and relevant rules and regulations. For the avoidance of doubt, in case of SSF Block Trade position closure, any earned dividends or charged interest of such closed SSF Block Trade positions shall be settled and realized.
- 16. The Company reserves the right to unilaterally amend or modify this Addendum by providing written notice to the Customer. Within 30 days from the date of receipt of such notice, the Customer shall consider and provide a response to the Company, indicating whether the Customer:
  - (1) agrees with the proposed amendment or modification by the Company, or
  - (2) (1) disagrees with the proposed amendment or modification by the Company.

    In the event of (2), this Addendum shall be terminated and any outstanding amount in relation to this Addendum shall be settled by the parties under this Addendum.

If the Customer does not respond to the Company within the specified period, it shall be deemed that the Customer agrees with the proposed amendment or modification by the Company and the proposed amendment or modification shall become effective.

17. This Addendum shall be governed by and construed in accordance with the laws of the Kingdom of Thailand

Signature	_ (The Customer)	Signature	_ (The Company / Authorized Person(s))
(	)	(RHB Securities (Thailand) PLC	)
Signature	(Witness)	Signature	(Witness)
(	)	(	)



### **Attachment**

Calculations concerning SSF Block Trade Transactions

### Assumptions for calculations and definitions:

•	Underlying Share Price	means	the share price based on confirmed trade orders of the Customer.
•	Advance Fee	means	the interest placed as deposit based on each agreement, or if there is no agreement, a default value equivalent to zero will apply.
•	Interest Rate	means	the interest rate of Block Trade according to the announcement of the Company
•	Minimum Number of Days for Interest Calculation	means	three (3) working days, subject to any changes for which the Customer shall be notified.
•	Actual Holding Day	means	the Customer's open position days equivalent to Close position day (-) Open position day (+) $\bf 1$
•	TFEX Trading Fee	means	a fee for single stock future trade in accordance with the announcement of the Thailand Futures Exchange Plc. (TFEX) and Thailand Clearing House Co., Ltd.
•	Contract Size	means	the number of shares per contract announced by the Thailand Futures Exchange Plc. (TFEX).

### Assumptions for calculations and definitions:

### 1. Calculations for opening position price

Long position	Opening position price = Underlying Share Price + Advance Fee  For example, A customer sends a Long Open order of the futures contract, which refers to the price of Share A at 100 Baht. If the purchase order is confirmed and it is agreed not to collect an advance fee, the opening position price = 100 + 0 = 100 Baht.
Short position	Opening position price = Underlying Share Price - Advance Fee  For example, A customer sends a Short Open order of the futures contract, which refers to the price of Share A at 100 Baht. If the purchase order is confirmed and it is agreed not to collect an advance fee, the opening position price = 100 - 0 = 100 Baht.

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### 2. Calculations for closing position price

Long position	Closing position price = Underlying Share Price + Advance Fee - Block Trade Fee  For example, A customer sends a Short Close order of the futures contract, which refers to the price of Share A at 120 Baht. If the customer holds twenty (20) future contracts (1000 shares per contract) and the SSF Block Trade fee is 10,000 Baht, the closing position price will be = [(120 x 20 x 1,000)-10,000] / (20 x 1,000) = 119.50 Baht
Short position	Closing position price = Underlying Share Price + Advance Fee + Block Trade Fee For example, A customer sends a Long Close order of the futures contract, which refers to the price of Share A at 90 Baht. If the customer holds twenty (20) future contracts (1000 shares per contract) and the SSF Block Trade fee is 10,000 Baht, the closing position price will be $ = [(90 \times 20 \times 1,000) + 10,000] / (20 \times 1,000) $ $ = 90.50 \text{ Baht} $

### 3. Calculations for other fees

All expenses related to Block Trading transactions = Block Trade Fee + Brokerage Fee + TFEX Trading Fee

Variable	Value of information used
Block Trade Fee	Underlying Share Price x Contract Amount x Contract Size x Calculation Days/365 x Interest Rate
Brokerage Fee	(Underlying Share Price x Brokerage Fee x Contract Amount x Contract Size) + VAT 7%
TFEX Trading Fee	<ul> <li>5.10 Baht x Contract Amount (if Underlying Share Price is more than 100 Baht) + VAT 7%</li> <li>0.51 Baht x Contract Amount (if Underlying Share Price is less than 100 Baht) + VAT 7%</li> </ul>

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### 4. Dividend Payment

In the event that the Customer holds a long position throughout the trading day and excluding the dividend (XD) date, the Customer will be entitled to receive 90 percent of the dividend pay-out ratio (expressed in Baht per share) multiplied by the total contract amounts and the contract size.

#### For example:

If the customer holds a long position of 20 contracts (with a contract size of 1,000 shares) of Share A throughout the trading day and excluding the dividend (XD) date, and Share A announces it will pay a dividend of 0.10 Baht per share, the customer will be entitled to receive dividends as follows:

Dividend = 90% x dividend pay-out ratio (in Baht per share) x total contract amount x contract size

 $= 90\% \times 0.1 \times 20 \times 1,000$ 

= 1,800 Baht

The Company shall pay the dividends to the customer upon the closing of the position as follows:

Long position	Price when closing the contracts position = Underlying Share Price + Advance Fee – Block Trade fee + dividend
	For example: The customer sends an order of short close of derivatives, which the Underlying Share A price is Baht 120. If the customer holds 20 contracts of the derivatives (one contract is 1,000 shares) and has SSF Block Trade fees in the amount of Baht 10,000. The dividend amount which will be received is Baht 1,800. Closing position price [will be] = [(120 x 20 x 1,000)-10,000+1800]/ (20 x 1,000) = Baht 119.59

In the event that the Customer holds a short position throughout the trading day and excluding the dividend (XD) date, the Customer will be responsible for paying the dividend in the amount of 100 percent of the dividend pay-out ratio (expressed in Baht per share) multiplied by the total contract amounts and the contract size.

### For example:

If the customer holds a short position of 20 contracts (with a contract size of 1,000 shares) throughout the trading day and excluding the dividend (XD) date, and Share A announces it will pay a dividend of 0.10 Baht per share, the customer will be responsible for paying dividends as follows:

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	(_	 	 	 	 	 	 		_			_)	)			



Short position  Price when closing the position = Underlying Share Price - Advance fee + Block Trade fee + dividend.  For example: The customer sends an order to close a long position of derivatives, and the underlying Share A price is 120 Baht. If the customer holds 20 contracts of the derivatives (with a contract size of 1,000 shares) and has SSF Block Trade fees in the amount of 10,000 Baht. The dividend amount which will be paid is 2,000 Baht. Closing position price [will be] = [(120 x 20 x 1,000)+10,000+2000] / (20 x 1,000) = 120.60 Baht

(\_\_\_\_\_)

### **Additional Collateral Agreement**



# Made at **RHB Securities (Thailand) Public Company Limited**No. 98 Sathorn Square Office Tower (Floors 8 and 10), North Sathorn Road, Silom Sub-district, Bang Rak District,

			Ba	ngkok Metropolis
		Date	Month	Year
I,	atives agent in accordant."). I have opened a determine a Company as my secutor and a company as my secutor. For the purpose of e, and/or consent to the and maintain additional colow 30% of the Notional Company and/or in accordal. This additional collater and shall be deemed as additional pledge, the termine.	with an expirat, have appoint ce with the De rivatives accountify broker in and have open trading of derivatives accompany as for company as for a the evalue, at the evalue at the evaluation of the collateral in a collateral in a collateral collatera	ion date of inted RHB Sec rivatives Brok nt (TFEX) No. accordance v ned a security ivatives in acc illows:  Company at a nd of each bu the provisions eparate pledge ccordance wit teral shall me	curities (Thailand) erage Agreement with the Security trading account ordance with the rate or value that siness day, or at a of the Relevant additional to the the Derivatives an (1) the Equity
Balance of the Derivatives Account, and (2) any a Trading Account.  Clause 2. I agree maintain collateral to be Brokerage Agreement that is equal to or higher than as otherwise determined by the Company and/or in need for my prior approval.	e at value or a rate of Ma 25% of the Notational V	intenance Marg alue, at the end	in as specified of each busine	in the Derivatives
Clause 3. I agree that the Company shall greement, in whole or in part, without my prior apulateral under the Derivatives Account has fallen to tokerage Agreement or at a rate as otherwise determine Relevant Regulations. The current Force Close Ma	oproval, if the Company o or below the Force Clonined by the Company a	determines those Margin as s nd/or in accord	at the value of specified in the lance with the	or rate of the e Derivatives
	,			(Customer)
	(			)

### **Additional Collateral Agreement**



This Agreement shall be considered an integral part of the Derivatives Brokerage Agreement, and any terms referenced in this Agreement, unless otherwise specified, shall be defined as per the Derivatives Brokerage Agreement.

In witness hereof, I hereby sign my name in front of witnesses.

Signature	(Customer)
(	)
Signature	(Witness)
(	)
Signature	(Witness)
(	)

I, RHB Securities (Thailand) Public Company Limited, acknowledge and agree to the details under this Agreement in every aspect.

( ) Date\_\_\_\_\_\_

Note Please attach the identification card together with this document.