

This Memorandum is made between RHB Securities (Thailand) Public Company Limited (the “**Company**”) as one party, and the customer (the “**Customer**”) as the other party. Prior to this addendum, the Customer has entered into the Equities Brokerage Agreement with the Company, to appoint and empower the Company to be a broker for trading equities for, and on behalf of, the Customer (hereinafter referred to as the “**Main Equities Brokerage Agreement**”).

By this Memorandum, the Customer agrees to appoint the Company to perform duties as a broker for the trading of securities for investment in foreign Fractional Depository Receipts “DRx,” and the Company agrees to perform such duties for the Customer. Therefore, the parties hereby agree to as follows:

Clause 1. Definitions

Unless specified otherwise in this Memorandum, the term:

“**Electronic Information**” means any message, information, or content that was created, sent, received, kept, or processed by electronic means, including, but not limited to, electronic mail.

“**Foreign Securities**” means securities which are issued in foreign currency and distributed outside Thailand.

“**Foreign Securities Exchange**” means a legal entity established under the foreign laws, which could provide a service as a securities market or securities exchange under the laws of such foreign country, and be under the jurisdiction of officials or government agencies who have a duty to regulate the securities (Regulated Exchange) of such foreign country.

“**The SEC**” means the Thai Securities and Exchange Commission and/or the Thai Securities and Exchange Committee. This includes other state agencies with the same duties, notwithstanding differing departmental titles. Nonetheless, the definitions of terms under the Main Equities Brokerage Agreement shall also be applicable to this Memorandum. If this Memorandum and the Main Equities Brokerage Agreement do not specifically define particular words, such undefined words shall have the same meaning as under the SEC’s notifications, and/ or the Capital Market Supervisory Board, and/ or other related applicable laws with which the parties must comply.

Clause 2. The Customer agrees to appoint and empower the Company to act as a broker to perform securities trading for investment in foreign Fractional Depository Receipts “DRx.” In regards to such activities, the Customer agrees to pay any fees/commission fees to the Company, at the rate, period, and methods as specified by the Company, including responsibility for any taxes and expenses incurred from the Company’s activities in accordance with this Memorandum. Unless otherwise agreed in writing with the Company, the Customer agrees to pay in the currency of Thai Baht.

Clause 3. The Customer agrees to act in accordance with applicable terms and conditions when executing an order to trade foreign securities of the Company, as follows:

3.1 In general cases of executing a trade order for foreign Fractional Depository Receipts “DRx,” the terms and conditions set forth in Part 3 of the Main Equities Brokerage Agreement shall be applied. For cases of executing trade orders of foreign Fractional Depository Receipts “DRx” through internet, the terms and conditions set forth in Part 9 of the Main Equities Brokerage Agreement shall be applied.

3.2 Before submitting a foreign Fractional Depository Receipt "DRx" purchasing order, the Customer must maintain and/or deposit with the Company, sufficient funds for the purchase of foreign Fractional Depository Receipts "DRx." If the Customer is not in compliance with sufficient fund requirements, the Company shall be entitled to refuse or refrain from executing the Customer's foreign Fractional Depository Receipt "DRx" purchase order.

3.3. The Customer acknowledges that the Company shall comply with laws concerning money exchange controls, and other specified regulations of the SEC and the Bank of Thailand (including the prohibitions on speculation (profits) of exchange rates). This includes the laws, regulations, and state agency officers' orders of the country targeted by the Customer's investment. The Customer agrees to comply with all such laws and regulations.

3.4 The Customer agrees to strictly comply with both currently existing laws, regulations, rules, and legal specifications applicable for investment in foreign Fractional Depository Receipt "DRx," as well as any such laws, regulations rules, and legal specifications that could be promulgated and enforced in the future. In the event that new laws, rules, regulations, conditions, or legal specifications come into force, and have material effects on the terms and conditions of this Memorandum, the Customer agrees to be bound in accordance with such new laws, as will the Company, effective immediately. Except when the Company specifies otherwise, or has a written letter notifying amendment of this Memorandum, the Customer also agrees to be bound by such amendments as prescribed in the notification.

- Clause 4. The Customer hereby agrees with and consents to the Company in appointing another foreign Fractional Depository Receipt "DRx" brokerage company, to trade foreign Fractional Depository Receipts "DRx" for, and on behalf of, the Customer's account, including the ability to maintain the Customer's assets and benefits that the Customer may receive from channels other than the Company, separate from the Company's account. The Customer also consents to the Company's disclosure of the Customer's personal data given to the Company, to the appointed company, for the purposes of investing and trading foreign Fractional Depository Receipts "DRx" on behalf of the Customer. Nonetheless, the Company may change the foreign Fractional Depository Receipt "DRx" brokerage company as the Company sees as appropriate, without prior notification to the Customer, or obtaining the Customer's consent in advance.
- Clause 5. The Customer agrees and accepts that investment in a foreign Fractional Depository Receipt "DRx" includes risks that the Customer may not be able to always purchase or sell on demand, that payment and delivery of securities may be delayed, or other factors causing the Customer losses, loss of opportunity, or increase in expenses. The Customer agrees and acknowledges that in any and all cases, the Company has no duty nor responsibility to remedy or compensate any losses to the Customer, and that Customer agrees to waive any claims for any losses incurred by the Company.
- Clause 6. The Customer acknowledges that it has a duty to disclose information related to its investments in foreign Fractional Depository Receipts "DRx," and that its investment balance shall not exceed the limit specified by the Bank of Thailand. If the Customer is not in compliance with such specifications, which is considered an offense violating Section 8 of the Exchange Control Act B.E. 2485, or other relevant laws, the Customer shall be liable to such offenses by itself.
- Clause 7. The Customer hereby warrants that the investment capital used in its foreign Fractional Depository Receipt "DRx" investment are the Customer's own funds, originates from legitimate and legal sources, and that the Customer did not borrow nor procure funds from other sources to invest in foreign Fractional Depository Receipts "DRx."

- Clause 9. The Customer acknowledges and understands that the trading of foreign securities are regarded as trading foreign Fractional Depository Receipts "DRx" in the Stock Exchange of Thailand. Therefore, the Customer has a duty to declare and prepare personal income tax forms, or corporate income tax forms, included with other income taxes (as the case may be), pursuant to the rules or legal stipulations of the Thai Revenue Department, and/or other applicable and enforceable laws, directing the Customer self-declare accordingly.
- Clause 10. The Customer acknowledges that in the case that the fees, commissions, and other expenses (such as interests and fines incurred) associated with the execution of a securities purchase order account for more than the security allocated by the Customer (which may occur in cases when the Customer sends an order when the securities exchange is closed), the Customer shall allocate additional security to cover the securities purchase price, including any fees, commissions, and other expenses incurred within the period specified by the securities exchange and/or by the Company, without obtaining prior consent from the Customer, and without advanced notification to the Customer.
- Clause 11. This Memorandum shall be under the enforcement jurisdiction of the Electronic Transaction Act B.E. 2544 and its amendments (if any), and any other applicable laws, regulations, and rules concerning the transmission of information/documents by electronic means. Nonetheless, in the case that such acts, laws, regulations, and rules are amended, this Memorandum shall be considered to be under the continued enforcement of any such amendments.
- Clause 12. The Customer consents to the Company's transmission of the Customer's documents by email, registered post, or by any other means as the laws prescribe, including the transmission of any documents for executing any foreign securities trading orders without limitations, such as: the confirmation to trade securities, payment receipts of securities prices, payment receipts, monthly balances, remaining balances, the Company's notifications, the Company's informational letters, and et cetera.
- Clause 13. The Customer acknowledges and agrees to carefully and promptly review the completed information in all manner of documents, including the account movement report received from the Company. If, by the date specified in the Customer's account movement report, the Company is not informed by the Customer of any objections to the accuracy of the information, and fails inform the Company of any inconsistencies between the Customer's records and the information provided by the Company including the account movement report, it will be considered that the Customer has agreed to be bound with the information contained in such documents, and the Company has fulfilled its duties as the brokerage agent.
- Clause 14. The Customer may request the Company to print and issue originals or copies of any document to the Customer from time to time. The Customer acknowledges and agrees to pay any associated fees or expenses incurred from the issuance of such documents.
- Clause 15. The Customer hereby represents that it has been informed of, and understands the implications of receipt of emails, including without limitation, losses which may occur as a result of: information lost during the sending process, delays, inability to send emails, and/or exploitation or penetration into the email account of the Customer by a 3rd party that is able to gain access unauthorized information, and any resulting errors or unauthorized transfer of information from such an exploitation/penetration. The Customer further acknowledges that the email sending service of the Company shall not construe any representation or warranty that the Company will be able to prevent risks or losses that may be incurred by the Customer from such various causes.

Clause 16. The Customer acknowledges and is familiar with the terms specified in the Risk Disclosure Form for Investment of Foreign Fractional Depository Receipt "DRx," included as an Attachment of this Memorandum (which shall be construed as an integral part of this Memorandum).

Clause 17. The parties agree that this Memorandum shall form an integral part of the Main Equities Brokerage Agreement. If any language as specified in this Memorandum are in conflict with the Main Equities Brokerage Agreement, the parties agree that the terms and language as specified in this Memorandum shall control.

This Memorandum is made in duplicate, with the same terms and language. The parties have promptly read and understood the content of the language, and hereby sign in the presence of the witnesses, with each of the parties to keep one copy.

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

Signature \_\_\_\_\_ (Company)  
(\_\_\_\_\_)

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

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

When investing in Fractional Depository Receipts "DRx", the Customer may lose part, or the entirety of, their investment. Therefore, before investment, the Customer should carefully check and consider the information contained in this risk disclosure document regarding Fractional Depository Receipt "DRx" ("Risk Information Document") show all the risks that might have a material impact to the investment. However, this risk information document does not show all the risks relating to the Fractional Depository Receipt "DRx" but only show some factors or risks that related to the Fractional Depository Receipt "DRx". Therefore, there are some other factors or risks that unable to know or are risks that are currently considered that they might insignificant but may become an significant factor or risk in the future.

This risk disclosure document is not a guideline providing business, legal, tax, or accounting advice, for which the Customer should directly consult with an appropriate consultant in matters relating to the Fractional Depository Receipts "DRx." Accordingly, the Customer should not invest in Fractional Depository Receipts "DRx" unless the Customer thoroughly understands the risks associated with Fractional Depository Receipts "DRx," and believe that they are suited to invest in Fractional Depository Receipt "DRx."

### **1. General risks of investment**

The Customer understand that investment in Fractional Depository Receipts "DRx" is not regarded as a deposit, and has associated investment risks which could result in either profits or losses. Furthermore, there may be unexpected events, including any actions and/or orders from the governmental agencies, economic and political conditions both domestically and outside the country, as well as other force majeure and uncontrollable events, such as, war, riots, chaotic disruptions, or terrorism that could affect the country. Such events may cause severe fluctuations to the market, and the price of the security.

### **2. Risks related to market conditions and resulting fluctuations in price**

The Fractional Depository Receipt "DRx" that the Customer decide to invest in are securities traded and/or register in countries that may have political or economic conditions, laws, and regulations materially different from that of Thailand. In addition, the stock markets of foreign securities may have such trading or registration might sometimes use its discretion to suspend such trading of securities. Thus, the change or fluctuation, or recession of such events might cause an adverse impact to the trading volume and the price of the securities.

In addition to the internal domestically related factors mentioned in the foregoing paragraph, the trading volume and price of the securities may be impacted by other external factors, such as war, or global or regional economic/financial crises, which may impact the trading volume or the price of the securities.

### **3. Risks related to the settlement system and delivery of the Fractional Depository Receipt "DRx"**

Investment in Fractional Depository Receipts "DRx" is related to trading orders, deliveries, and the securities settlements in the stock market of the country where the Fractional Depository Receipt "DRx" are settled and delivered, including any associated fees. In the case of Thailand, the Fractional Depository Receipts would be settled and delivered in the stock market in Thailand and any related fees would apply.

### **4. Risks related to laws or regulations**

Investments of Fractional Depository Receipts "DRx" are in companies with a residence or office, properties, employees, and benefits in a foreign country, governed by different laws and regulations. There may be certain restrictions, including requiring approval from governmental agencies or relevant authorities before the investment can proceed. There may be restrictions on the investment for foreigners such as the Customer for certain types of business, such as requiring approval from governmental agencies to collect money from investments or funds, or income that the Customer receives from the sale of foreign securities out of the country. There may also be tax collection restrictions related to the investment in the securities for foreign investors. In addition, laws and regulations in such countries may be imprecise, and may depend on the interpretation of relevant governmental officers, who may interpret the laws and regulations in a way that is unfavourable to the customer.

Furthermore, such countries may legislate new laws or regulations, which may cause uncertainty on the scope and context of the laws and regulations. These factors may cause adverse impacts on the investment. Apart from the restrictions and controls mentioned in the foregoing paragraph, some countries may limit the rights of securities holders such as the Customer, which could include the right to litigate, and enforcement of a court judgement. In addition, the efficiency of judicial processes in each country are different, which may be an obstacle to the Customer for litigation, such as in cases where the Customer prevails in a lawsuit in one country, but may have to take action to enforce the court judgment in the country in which the Customer has invested. There is no guarantee that the court of the country of investment will execute the prior court judgment.

#### **5. Risks related to the Customer's assets**

Assets received from the Customer or under the custody of a foreign business operator (as the case may be) will be under the protection of, and regulated by, the bankruptcy processes prescribed by foreign laws, including other relevant rules issued by regulators of the foreign country, which may differ from Thailand's Securities and Exchange Act B.E. 2535, the Derivatives Act B.E. 2546, the Bankruptcy Act B.E. 2483, and other relevant Thai laws and regulations. Therefore, if there is a case that may impact the custodian of the Customer's assets, the Customer wishes to claim or transfer their property to another person, or if a foreign business operator or custodian in a foreign country becomes bankrupt, the Customer may be exposed to the consequent procedures and delays. The resulting costs of operations may not be fully refunded in the same type, amount, or value of the assets that the Customer received. Therefore, the Customer should understand the regulations, and request the foreign business operator to explain or provide additional information related to its management processes as well as their associated risks before making an investment decision.

#### **6. Risks related to the liquidity of securities**

Even if the Customer invests in securities listed on the stock exchange, liquidity issues may reduce the Customer's ability to trade such securities or cannot trade securities at a desired price or amount.

#### **7. Risks related to the reliability of another party**

The Customer may be subject to risks related to the reliability of another party, including the foreign securities issuer with whom the customer has invested (whether the investment is in or outside of the stock market). The Customer may lose part, or the whole of, their invested money, in the event that another party or the issuer of the Fractional Depository Receipt "DRx" becomes bankrupt, insolvent, unable to pay debts, or perform their obligations, including the obligation to return capital or redeem the invested securities.

#### **8. Risks associated with the Customer's investment**

The Customer invests in securities on their own accord. The Company does not act as a consultant or a trustee of the Customer regarding the investment. The Customer has confirmed with the Company before making a decision that the Customer has carefully studied and considered all information relating to the condition of the business, and the financial condition and turnover of the securities issuer, including other related factors such as the political and economic conditions, laws, and regulations of the relevant countries. Therefore, the Customer accept the risks related to the investment, and the Company has no duty to act for the benefit of the Customer, nor a duty to respond to and be held liable for any liabilities, claims, damages, losses, costs, and expenses incurred from the investment. The Customer has no right to claim any such damages from the Company.