

## Online Application Form for Offshore Securities Trading Service

Date \_\_\_\_\_

I \_\_\_\_\_ (“Customer”), email address \_\_\_\_\_, am desirous of applying for the Offshore Securities Trading Service with Bualuang Securities Public Company Limited (“Company”) with its registered head office situated at 191 Silom Complex Building, 10th, 12th, 19th, 23rd, 29th-32nd floor, Silom Road, Silom Sub-district, Bangrak District, Bangkok.

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### Customer’s Representation and Warranties:

I agree to comply with the Supplement to the Agreement Appointing an Agent/Broker for the Trading of Securities: Offshore Securities Trading Service attached hereto (hereinafter referred to as the “**Attached Supplement**”). Furthermore, I acknowledged that the Company has posted the Attached Supplement on Company Website as another channel for more convenience and thorough understanding of customers. The Attached Supplement shall be deemed as integral part hereof. In the event of conflict between the Attached Supplement and this document, the provision of this document shall prevail.

I, as an investor, certify that, I thoroughly read and understanding the Risks Disclosure Statement in the Supplement to the agreement appointing an agent /broker for the trading of securities as attached hereto, and agree to comply therewith and accept all the abovementioned risks in every respect.

In the event that the Company is requested or required by law or any order of court of competent jurisdiction or government agency or any obligation or agreement, or in case of any reasonable causes, I agree and consent the Company to disclose (1) my identification and/or my beneficial owner from the use of services or the conduct of transactions with the Company (2) my transaction hereunder (3) the purpose of transaction hereunder (4) my credit information and (5) any other information relating to the transaction hereunder to (a) the government agency of Thai and/or foreign state or (b) regulators. In addition, I consent the Company to verify my information or do any necessary act if it is requested or required by law or any order of court of competent jurisdiction or government agency or any obligation or agreement.

In addition, in the case that the Company amends or modifies this application or the Attached Supplement, the Company will notify me in writing or display at the Company place of business or post on Company Website and I hereby agree and accept to strictly comply with such amendment.

This application and the Attached Supplement shall valid and effective upon the submission of the written notification by the Company through my aforementioned email address. If such email address specified herein is different from the email address I provided to the Company earlier, I agree to apply with the email address in this application form in lieu of the existing email address by updating my profile in the Company database. However, if not mentioning an email address in this application, I agree that the Company inform the validation and effectiveness by postal to my address as provided to the Company.

I hereby certify that the above information is true, correct and fully complete. In case of any information have been changed, I shall inform such changes in written notice to the Company promptly.

I have read and fully understood all terms and conditions in this application and the Attached Supplement and intended to be legally bound by such terms and conditions via the computer system on \_\_\_\_\_ IP. Address \_\_\_\_\_.

**Supplement to the Agreement Appointing an Agent/Broker for the Trading of Securities:  
Offshore Securities Trading Service**

This Supplement to the Agreement Appointing an Agent/Broker for the Trading of Securities: Offshore Securities Trading Service (hereinafter referred to as “Supplement”) is executed by and between Bualuang Securities Public Company Limited with its registered head office situated at 191 Silom Complex Building, 10th, 12th, 19th, 23rd, 29th-32nd floor, Silom Road, Silom Sub-district, Bangrak District, Bangkok (hereinafter referred to as the “Company”) on the one part and the Customer, on the other part.

WHEREAS, the Customer is desirous to appoint the Company to act as its agent/broker for Offshore Securities Trading, THEREFORE, the parties have agreed upon the following details and conditions:

Clause 1 Otherwise as expressly provided herein by other means, this Supplement and Online Application Form for Offshore Securities Trading Service shall refer as:

“**Offshore Securities**” means all kinds of securities and any financial instruments being foreign currencies, which permitted for trading by the SEC or Bank of Thailand.

“**Business Day**” means any day which is the working days of the Stock Exchange of Thailand, which are neither weekend nor any dates announced as a holiday by the Stock Exchange of Thailand

“**IP. Address**” means Internet Protocol Address

Clause 2 The Customer hereby appoints and grants the Company to act as its agent/broker for the Offshore Securities trading and to take any necessary proceedings for and on behalf of the Customer and the authority for appointing sub-agent or engaging any persons for further action. This Supplement shall constitute a power of attorney for the purpose contemplated hereunder and the Company agrees to take such appointment and delegation thereof. The Customer agrees that the Customer shall neither terminate this agreement nor revoke such the authority given to the Company by partially or wholly.

The Customer agrees and accepts for the Company to appoint foreign brokers in the respective jurisdictions for the execution of the Customer’s orders with respect to securities traded in those jurisdictions. The Customer also agrees for the Company to appoint a global custodian for the safe keeping of the Customer’s assets outside Thailand. Whereas, a foreign broker and/or custodian may be the Company’s affiliate or related company. The Company can change a foreign broker and/or custodian if the Company sees fit without notifying the Customer. The Customer shall be responsible for all commission, fees, and expenses the Company paid or advanced in respect of such safe keeping. The Customer agrees to release any information to the foreign brokers and/or custodian for the benefit of offshore securities trading purposes or for achieving the performance under this Supplement.

Any acts made by the Company on behalf of the Customer according to this Supplement, the Customer agrees to be bound as if it is done by the Customer. The Customer agrees to take full responsibilities and waives its right to dispute.

Clause 3 The Customer agrees that the Customer’s offshore securities trading shall be approved by the Bank of Thailand (BOT) and/or the exchange control officer pursuant to the exchange control law and/or related units (if any) from time to time. And the credit line for offshore securities trading shall be approved by the Office of the Securities Exchange Commission (SEC) prior to trading.

The Customer acknowledges and agrees that, in the event withholds approval for investment and/or no credit line for offshore securities trading or the allotment is not complete as desired, the Customer agrees to accept the result and will not claim any damages against the Company which arising therefrom.

Clause 4 The Customer agrees to deposit money into the Company’s bank account, as determined by the Company, prior to sending the offshore trading orders. The Customer may receive interests from the outstanding balance at the rate stipulated by the Company from time to time. The Company reserves the right to change the calculation method and the interest payment according to the Company’s conditions without prior notice. In the meantime, the Customer will receive no interest from the account overseas.

Clause 5 The Customer agrees and accepts that the Company, as deemed appropriate, can appoint the permitted commercial banks to facilitate the remittances and currency exchanges without consent from the Customer. The Customer agrees to be responsible for the currency exchange fees and the remittance fees and that such payment may be deducted from the Customer’s deposit balance with the Company.

Clause 6 The Customer agrees that such deposits in abroad shall be kept in the account for client as foreign currencies with banks or financial institutions as permitted, if in case of the Customer depositing foreign currencies with the Company due to offshore securities trading in several countries. If any kinds of foreign currencies are not sufficient for offshore securities trading settlement, the Customer agrees to the Company making a decision to apply with any existing foreign currencies to pay for the Customer’s offshore securities trading in such currency, as deemed appropriate, without prior notice or consent of the client.

The Company will collect money from the sale of offshore securities, interest or any other incomes as a result of investment in offshore securities in the Customer’s offshore securities account. The Customer agrees to be responsible for any fees and/or tax entirely when the money transfer back to Thailand. The Customer shall file income tax form with the Revenue Department.

Clause 7 In case the Customer has insufficient money to trade any securities within the specified date, the Customer acknowledges and accepts that the Company has the right to force sell the securities in the account. The Company shall not be liable to the Customer for any loss thus suffered from the sale of such securities. In case the Customer has no securities or insufficient securities to cover the settlement, the

Customer shall transfer to the Company, monies, including any penalty charge of delay settlement, remittance fee and any other charge, once notice is received.

- Clause 8 In case where the Customer trades for offshore securities, the Customers may receive benefits from investment in securities such as dividend, interest or right given to shareholders to purchase newly issued shares, if the Customer holding such securities until the date set forth by foreign companies.
- Clause 9 In case where the Customer trades for offshore securities by using other foreign currencies beyond the foreign currencies set forth by the Company for the settlement of such securities thereof, the Customer agrees to take the risk from the change of the foreign currency in case of exchanging other foreign currencies to be the foreign currencies set forth by the Company for the settlement of such securities thereof.
- Clause 10 The Customer consents the Company to report all information related to the offshore securities trading account and trading transactions to the SEC, the BOT and related units in accordance with the specified regulations.
- Clause 11 The Customer acknowledged that the Customers is not permitted to transfer money or securities maintained or kept in a securities trading account of the Customer, which has been opened with the Company for the purpose of investment in offshore securities (**“the Customer’s Securities Account”**), to other securities account of the Customer, which has been opened abroad, except for a transfer of offshore securities in the Customer’s account to other securities account opened with another securities Company in Thailand or to a private fund account of the Customer, which has been managed by the Company or by another securities Company in Thailand.
- Clause 12 The Customer agrees to pay fees including any expenses to the Company in Thai Baht at the rate and period specified by the Company according to related regulations. If having any changes at the fee rate or any amounts as payable, the Customer agrees to pay at such rates or amounts as changed in every aspect.
- Clause 13 The Customer agrees to inform the Company in writing any foreign currency hedging transactions the Customer has arranged at all times.
- Clause 14 The Customer acknowledges and consents that the Customers’ assets in overseas related to the offshore securities trading service according to this Supplement may be held by the Company or the Company’s agent for any reasons whatsoever. The Company may hold such securities in the Company’s account (for client) on an omnibus basis. Accordingly, the Customer’s entitlements may not be identifiable by separate certificates, physical documents of title or other equivalent electronic records. This may in some instances result in prejudice to the Customer and the Customer consents to this. Nevertheless, the securities held by the Company or the Customer’s agent shall be segregated at all times from the securities of the Customer.
- Clause 15 The Company reserves the right to deny or suspend the Customer’s offshore securities trading without prior notice in case that the volume of such order is less than the amount specified by the Company or the commission fee from such trading is lower than the amount specified by the Company by expressly display at the Company place of business or post on the Website or notify in writing. In case where the Customer have any damages caused by denial or suspension of offshore securities trading thereof, the Customer agrees not to claim for any damages or any expenses against the Company.
- Clause 16 The Company reserves the right to sending buy/sell order for the Customer’s offshore securities trading on business days or any dates announced by the Company.
- Clause 17 **Risk Disclosure Statement for offshore securities trading**

The Customer has read and thoroughly understood the risk disclosure statement and confirms that the Customer is able and ready for taking all risks as stipulated hereunder.

Investment in foreign Securities involves risks. The Customer may lose some or all of their investment. Therefore, prior to making any investment decision, the Customer should carefully review and consider the following information contained in this risk disclosure statement, which describes the material risks that could materially affect the investment. However, this risk disclosure statement herein is not meant to be all-inclusive, rather, it is intended to highlight certain of significant factors and special risks relating to the investment in the foreign securities. Therefore, there may be other factors or risks which are unknown while other risks, currently believed to be immaterial, could turn out to be material.

The Customer should not construe this risk disclosure statement as business, legal, tax or accounting advice. The Customer should consult the Customer’s relevant advisers with respect to the investment in foreign Securities and the Customer should refrain from entering into the investment in foreign Securities unless the Customer has fully understood the risks associated to the offshore securities trading and have independently determined that the investment in foreign securities is appropriate for the Customer.

#### **(1) Overall investment risk**

Investment in offshore securities contains risk of the loss of capital, in whole or in part. Many unforeseeable events, including actions by various government agencies, domestic and international political and economic events and other events of force majeure, such as acts of god, and certain other events beyond reasonable control (e.g. war, riot, urban unrest, terrorism), may cause sharp market and price fluctuations.

#### **(2) Market Risk / Volatility Risk**

The foreign securities exchange (the “Exchange”) on which the securities to be invested in are traded or listed may be in a jurisdiction which may have political, economic, legal and regulatory conditions that differ in certain significant aspect from those prevailing in Thailand. In addition, such Exchange may, in its sole discretion, suspend or limit its securities trading from time to time. Changes or fluctuations in or downturn or occurrence of those conditions prevailing from time to time may have an adverse effect upon the trading volume and price of the securities.

Further to the above which are internal factors, trading volume and price of the securities may also be affected by other factors, which are those relating to the securities themselves or by external factors such as war, global or regional economic and/or financial crisis, etc.

Changes in these factors may also have an impact upon the trading volume and price of the securities.

### **(3) Settlement Risk**

Investment in foreign securities involves the execution, delivery and settlement of the transactions on a foreign Exchange in which laws and regulations will vary depending on the relevant Exchange in which the transaction occurs, and the Customer who engages in the transaction may not be afforded certain of the protections which apply to domestic transactions. The settlement and delivery systems of the securities and/or the underlying securities in such Exchanges may be less developed or less standardized and, in some cases, less reliable than Thailand's system. Furthermore, fees to be charged for the settlement and delivery of the securities and/or the underlying securities in the foreign Exchange may be higher than those of Thailand or than the Customer's expectation. Also, due to the fact that the clearing or settlement and delivery system of the securities and/or the underlying securities between Thailand and some or all of the other countries or Exchanges are not linked to each other or systematically co-ordinated, the settlement and delivery process may take a longer time than expected. These factors may give rise to increased risk, including risks of fraud, delivery failure, or settlement confusion over precise payment and repayment and delivery terms and mechanisms, and other factors which may result in loss, loss of opportunities, delays and added operational and legal costs.

### **(4) Regulatory Risk**

Since the investments will be in securities of entities domiciled in or with offices, facilities, personnel and/or interests in foreign countries and/or in securities with the underlying securities located in foreign countries which are subject to various laws or regulations. Investments in those or certain countries may be restricted or controlled to varying degrees by relevant local laws or regulations. These restrictions or controls may include, but not be limited to, governmental or third party approval prior to an investment; limitation of investment by foreign investors in certain businesses; requirement for governmental approval for the repatriation of investment income, capital or proceeds of sales of securities by foreign investors; or tax imposed on or relating to the investment in securities by foreign investors. Moreover, certain laws and regulations in those countries may have an ambiguity in interpretation and may be subject to the interpretation of a local authority which may interpret those laws or regulations not to be in favor of the investors. Also, each country will, from time to time, enact new laws or regulations, and there is always an uncertainty as to the scope and content of such new laws and regulations. These matters may have an adverse effect upon the investment. In addition to the restrictions and controls as mentioned above, certain countries may have limited or less protection with respect to the investors' rights as the holders of the securities, including rights to the lawsuit and the enforceability of judgment. The efficacy of the judicial systems in each country varies, and the investors may have difficulties in successfully pursuing claims in the courts of such jurisdictions. Moreover, to the extent the investors may obtain a judgment but are required to seek its enforcement in the courts of one of the countries in which the investors invests or of the issuing entity, there can be no assurance that such courts will enforce such judgment.

### **(5) Risks in relation with the custody of the Customer's assets**

The Customer's assets as received or being deposited or under the custody of foreign companies or foreign custodians shall be under the protection and management by bankruptcy proceedings governed by foreign laws including other related criterions according to provisions set forth by regulators of such countries which may be different in accordance with Securities Act and Exchange Act BE 1992, Derivatives Act BE 2003, Bankruptcy Act 1940 and other related laws or regulations of Thailand. Therefore, in case of any incidents as burden of the maintenance of Customer's asset or in case of the Customer requests its assets as kept or deposited in abroad or being transferred to other persons or in case of foreign companies or foreign custodians thereof facing with financial difficulties until bankruptcy. The Customer may take risks in their procedures, period and operational cost or may not receive the full amount according to type, amount or assets value as taken or deposited in abroad which the Customer should study in such regulations and may request for further explanation or information about risk management in the subject thereof from such foreign companies before investment.

### **(6) Liquidity Risk**

Even where the Customer invests in publicly-listed securities, the Exchanges of some countries may be small and illiquid. In addition, the liquidity of the securities may be affected by other factors including, but not limited to, the nature of the securities, the purchase and sale conditions of such securities (e.g. minimum purchase and sale amount) and internal and/or external factors of the country where the Exchange is located. Reduced liquidity may reduce the Customer's ability to purchase or dispose of the securities or to take any relevant action, or make it difficult to purchase or sell specific securities at a favorable or desirable price or in a sufficient quantity to meet the investment objectives of the Customer.

### **(7) Currency Risk**

As the investments in the foreign securities and/or any action relating to the investment in the securities will be settled and denominated in foreign currencies, returns on the investments and/or any action with respect to the investments may be significantly influenced by currency risk. The Customer is subject to the risk that investments settled and denominated in currencies other than Thai Baht may change in value in relation to the Thai Baht, possibly for protracted periods of time, or permanently. If any devaluation occurs in any currency in which the Customer has invested, the Customer may suffer losses.

### **(8) Credit Risk**

The Customer may be exposed to the credit risk of the counterparty, including the issuer of the purchased securities (whether in exchange-traded or off-exchange transactions). The Customer may be subject to risk of loss in the event of such counterparty's or the issuer's bankruptcy or insolvency or inability or unwillingness to perform its obligation, including the obligation to return the capital or redeem the invested securities.

### **(9) Execution Risk**

The Company, acting as a broker for the purchase, sale and/or investment in the securities, may, on certain occasions, not be able to execute

the purchase or sale or to undertake any action relating to the Securities in accordance with the investor's instruction. These occasions include, among other things, a situation where the market conditions are not favorable, the order cannot be matched, the laws and regulations of the Exchange or other competent authorities in those countries impose limitation, etc. As a result, the Customer may incur loss or risk from such investment.

#### Clause 18 Internet Trading

In case where the Customer chooses to trade Securities via the internet system or other electronic systems through the Company's securities trading system, the Customer further agrees to the following terms and conditions.

##### (1) Definition

**"PIN Code"** means the electronic personal identification number of the Customer as provided by the Company for the purpose of securities trading via the internet system and/or other electronic systems pursuant to the conditions under this Supplement;

**"Terms and Conditions of the Website"** means the terms and conditions in connection with the provision of services through the Website which may be edited or changed as the Company sees fit;

(2) The Customer agrees to be bound by the terms and conditions of the Website in all respects.

(3) The Customer agrees to be responsible for the safeguarding and confidentiality of the PIN Code, User ID and Password and for all transactions initiated through the Company's securities trading system. The Customer shall be solely responsible for any improper and unauthorized use of the PIN Code, User ID and Password by any other persons.

The Customer agrees and accepts that the Customer shall use adequate security procedures to ensure the confidentiality of the PIN Code, User ID and Password and to prevent any unauthorized person from using the PIN Code, User ID and Password

(4) The instructions given by the Customer will take effect when it is actually received by the Company. The instructions shall continue in full force and effect until cancelled or superseded by subsequent instructions received and accepted by the Company. Unless otherwise agreed, the Customer shall be responsible for all consequences whatsoever which may result from the execution of the Customer's instruction(s). The Company shall not be indemnified in any case whatsoever from and against any loss or damage suffered by the Customer or which the Customer causes in connection with the execution of the Customer's instructions. The Customer may cancel the instructions placed via the internet systems or other electronic systems if the instructions are not executed and confirmed by the securities trading system of the Company.

The Company shall be entitled to confirm the instructions given by the Customer via the internet system or other electronic systems or other means as the Company deems appropriate.

The Company shall be entitled to refuse to execute any instruction which is in excess of the trading limit of the Customer. The Customer agrees that the Company shall not be liable for any loss, damage, cost or expense suffered by the Customer as a result of that refusal.

The Customer agrees to sell only the securities in the trading account opened with the Company.

The Company shall be entitled to prohibit, refuse to execute, or cancel (a) any purchase instruction which may result in the Customer having any securities more than the amount determined by the Company; or (b) any instruction which the Company at its own discretion considers that it is inappropriate or prohibited by laws or regulations of the Company or the authorities. In addition, the Company shall be entitled to suspend the Customer from trading securities via the internet and/or other electronic systems. The Customer has no right to claim any damages or expenses from the company at all.

(5) The Customer agrees to deposit with the Company money or any other asset as security for the purposes of this Supplement in accordance with the requirements and procedures as specified by the Company.

(6) The Customer certifies that the Customer is fully aware of the rules, conditions and procedures concerning the trading of securities through the internet system or other electronic systems and accepts the risks that may arise from the sale and purchase of securities via the internet system or other electronic systems. In addition, the Customer acknowledges that in the case that the Company accepts as an agent /broker for trading of the securities through the internet system or other electronic systems, it does not represent or guarantee that the company will be able to prevent various risks or perils that may occur.

(7) The Company shall not be responsible for any loss and/or damages suffered by the Customer if such loss and/or damages are due to failure in data transmission, network errors or delay caused by the third party networks or the Company's communication work, fires, storms, Act of God, strikes, riots, protests, coups, wars, governmental control, restrictions or prohibitions whether local or international, failure of the Company's equipment caused by an event beyond the Company's control, power outages, black-outs or any other cause which results or is likely to result in such event, the closure of both international and local exchanges or other markets or any other causes affecting the Company's operations which are beyond the Company's control.

Clause 19 The Customer agrees that all existing assets during making this Supplement or thereupon and also kept by the company including its interest and any privileges as related with such securities as the guarantee for all settlements as payable to the company. The company reserves its right to forfeit such the securities until taking the repayment of debts from the Customer.

The aforementioned securities mean any assets given to the company and securities purchased by the company upon an order of the Customer.

Clause 20 Where the Customer default such payment, the Customer hereby allows the Company to set off or settle any cash, securities or collaterals against Customer obligation and allows the Company proceed with the force sale of the Securities without prior consent from the Customer.

The Customer hereby agrees to indemnify the Company in all respects again any damages and expenses incurred as a consequence of default. Such damages shall also include expenses for claims, litigation, enforcement and attorney fees. The Company has the right to terminate this agreement immediately.

Clause 21 This Supplement has no expiration date. The Company may terminate this Supplement at any time without prior notice. The Customer may terminate this Supplement when it appears that the Customer does not own any obligation with the Company and that termination thereof shall be notified to the Company in writing which shall become effective upon the date falling the seventh business day as from receipt of such notice by the Company. The Customer allows the Company to exercise its discretion without any liabilities to suspend or stop trading of the Securities. And the results of termination will not affect the rights and obligations of the counterparty, which is made prior to such termination, shall be effective.

Clause 22 Offshore securities investment is subject to the rules of Thai law, which are subject to change from time to time.

Clause 23 The Customer acknowledges and understands that offshore securities trading is over-the-counter trading. The Customer has the duty to report a statement of income from offshore securities trading in accordance to the personal income tax or corporate income tax return, as the case may be, under the rules and regulations of the Revenue Department.

Clause 24 The investment of offshore securities upon this Supplement, the company do not attest that such the assets as invested and/or traded not committed with any commitments, if subsequently found that the company could not transfer or forward such securities to the Customer or the buyer caused by the fault of the buyer or the seller or the Customer or upon the condition of such securities or conflict with the company's regulations or the regulations of government or related authorities according to laws or regulations or orders of its nation.

Clause 25 Where there is any provision hereunder which is contrary to law, unenforceable to law or is void by operation of rules, regulations, notifications of the Securities Exchange or any other laws, both Parties agree that the provisions in the part that are still enforceable under the law are still in full force.

The provision under the Appointment Agreement an Agent/Broker for the Trading of Securities, which the Customer has opened with the Company, shall also apply *by mutatis mutandis* to this Supplement. This Supplement is deemed to constitute a part of the agreement appointing an agent /broker for the trading of securities.

Clause 26 The Company has the right to amend any terms and conditions hereunder as the Company deems appropriate without prior consent from the Customer. Such amendments will be notified in writing to the Customer or displayed in a prominent position at the Company's premise or post on the Company's Website and the Customer hereby agrees to strictly comply with such amended terms and conditions.

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