



บริษัทหลักทรัพย์ ตรีเนิตี้ จำกัด  
TRINITY SECURITIES CO., LTD.

## Document Required for Opening - Securities

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- Passport
- Bank Statement/ Salary Slip
- Certificate of employment
  - Visa / Work Permit

## Form

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- Single form for Capital Market (Individual)
  - Agency and Brokerage Agreement
    - Signature card
    - FATCA Form

## Single Form for Capital Market (Individual)

Intermediary name .....

Date -- (A.D. or B.E.)

Account Type  Own Account  For Account  By Account  Joint Account (for Mutual Fund)

### 1. Personal Information – For Account Opening

1.1 Title  Mr.  Mrs.  Miss  Other .....

1.2 Name – Surname : .....

1.3 Nationality .....

1.4 Marital Status  Single  Married

Spouse Information Name - Surname: .....

1.5 Date of Birth -- (A.D. or B.E.)

1.6 ID Type

ID Card No. ---- Date of Expiry -- (A.D. or B.E.)

Passport No.  Issuing Country ..... Date of Expiry -- (A.D. or B.E.)

Alien Registration Card No. ---- Date of Expiry -- (A.D. or B.E.)

1.7 Current Address

Same as ID Card  Other (Please specify below)

No. .... Moo No. .... Building/Mooban ..... Floor ..... Soi .....

Road ..... Sub-District/Tumbon ..... District/Amphur ..... Province .....

Postal Code ..... Country .....

1.8 Mailing Address

As an email in 1.9 (Contact Information) (If you choose this option, your documents will be sent to your email address as a main contact channel)

Fax .....

ID Card address  Current Address  Workplace Address (in 1.11)  Other (Please specify below)

No. .... Moo No. .... Building/Mooban ..... Floor ..... Soi .....

Road ..... Sub-District/Tumbon ..... District/Amphur .....

Province ..... Postal Code ..... Country .....

1.9 Contact Information

Mobile Phone .....

Home Telephone ..... Fax ..... Email .....

1.10 Occupation

Agriculturist  Investor  Housewife

Student  Monk/Priest  Retirement

**If you choose the following occupations, please also specify workplace address in item 1.11**

State Enterprise Employee  Corporate Employee  Family Business

Doctor/Nurse  Teacher  Politician

Government Employee  Business Owner  Self-Employee

Other (Please specify) .....

**1.11 Workplace Address**

Company name ..... No. .... Moo No. .... Building/Mooban .....  
Floor ..... Soi ..... Road ..... Sub-District/Tumbon .....  
District/Amphur ..... Province ..... Postal Code ..... Country .....  
Position .....

**1.12 Business Type**

- Antique Trading
- Foreign Currency Exchange
- Jewelry/Gold Trading
- Casino/Gambling
- Travel Industry/Travel Agency
- Armament
- Domestic or International Money Transfer
- Foreign Worker Employment Agency
- Hotel/Restaurant
- Property/Real Estate
- Insurance/ Assurance
- Entertainment Business
- University/School/Education Center
- Financial Service / Banking
- Foundation/Association/Club/Temp/Mosque/Shrine
- Other (Please specify) .....

**1.13 Investment Objective**

- For Investment
- For Tax Benefit
- Retirement Investment
- Other (Please specify) .....

**1.14 Country's Source of income/Investment Fund**

- Thailand
- Other countries (Please specify) .....

**1.15 Source of income (You can select more than 1 item)**

- Salary
- Inheritance
- Savings
- Investment
- Retirement Fund
- Own Business
- Other (Please specify) .....

**1.16 Monthly Income (Baht)**

- < 15,000
- 15,001 - 30,000
- 30,001 - 50,000
- 50,001 - 100,000
- 100,001 - 500,000
- 500,001 - 1,000,000
- 1,000,001 - 4,000,000
- 4,000,001 - 10,000,000
- > 10,000,000

**1.17 Asset Value** (Please specify) ..... Baht

(Assets include deposits, direct investments in securities or derivatives, net assets (not including residential real estate))

**1.18 Are you a politician or family members or close associates of political persons?**

- Yes Please specify .....
- No

**1.19 End Beneficiary owner**

Relationship with the account's owner  (1) Spouse, child or adopted child  (2) relatives other than (1)  
 Others (Please specify) .....

Name - Surname: .....

**Date of Birth** [ ][ ]-[ ][ ]-[ ][ ][ ][ ] (A.D. or B.E.)

ID Card No. [ ][ ]-[ ][ ][ ][ ]-[ ][ ][ ][ ][ ]-[ ][ ]-[ ][ ]

Passport No. [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] Issuing Country ..... Date of Expiry [ ][ ]-[ ][ ]-[ ][ ][ ][ ] (A.D. or B.E.)

Alien Registration Card No. [ ][ ]-[ ][ ][ ][ ]-[ ][ ][ ][ ][ ]-[ ][ ]-[ ][ ] Date of Expiry [ ][ ]-[ ][ ]-[ ][ ][ ][ ] (A.D. or B.E.)

Residence Registration address

No. .... Moo No. .... Building/Mooban ..... Floor ..... Soi .....  
Road ..... Sub-District/Tumbon ..... District/Amphur ..... Province .....  
Postal Code ..... Country .....

## 2. Additional Information

2.1 Account type     For Account     By Account     Joint Account (Mutual Fund)

2.2 Account name .....

2.3 Condition of Authorized signatories

.....  
.....  
.....  
.....

2.4 Automated Transfer System : ATS

### Bank Account for Subscription

No.	Account	Bank	Branch	Account No.	Account Name
1	Primary account				
2	Secondary account				
3	Secondary account				

### Bank Account for Redemption proceeds and Dividend

Same as Bank Account for Subscription

Other Account (Please specify)

No.	Account	Bank	Branch	Account No.	Account Name
1	Primary account				
2	Secondary account				
3	Secondary account				

Remark: For bank account for subscription and bank account for redemption proceeds and dividend, the securities holder and the account holder must be the same person.

### Statement of confirmation

I confirm that the information provided in the account opening application form and relevant supporting documents are truthful, complete and up-to-date, and I am the account owner who make decisions to buy and sell securities by oneself unless the beneficiary is another person which I will inform the intermediary.

.....  
(.....)

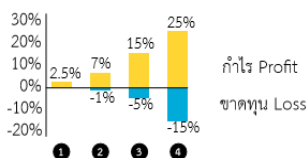
Applicant Signature

Required document for applicant: 1) ID card / Passport 2) Financial Statement (Optional)

## Suitability test for Individual Investor

Questions 1-10 are used to assess the suitability of your investment

- Please indicate your age
  - 60 years old or older
  - 45 – 59 years
  - 35 – 44 years
  - Under 35 years
- What is the proportion of your total expenses at the present such as mortgage, cars, personal and family expenses?
  - More than 75% of total income
  - Between 50% and 75% of total income
  - 25% to less than 50% of the income
  - Less than 25% of total income
- What is your current financial status?
  - Less assets than liabilities
  - Assets equal liabilities
  - More assets than liabilities
  - Having financial freedom for retirement life
- Do you have any investment experience or knowledge in the following types of investment products?  
(You can choose more than 1 item)
  - Bank Deposits
  - Government Bond or Government Bond Funds
  - Debentures or Mutual Funds
  - Common Stocks or Mutual Funds or other high-risk assets
- What is your investment period target?
  - Less than 1 year
  - 1 to less than 3 years
  - 3 to 5 years
  - More than 5 years
- What is your risk tolerance?
  - Focus on opportunity in preserving original investment safely and receiving small consistent return
  - Focus on opportunity in receiving consistent return but may take risk of losing some original investment
  - Focus on opportunity in receiving higher return but may take risk of losing more original investment
  - Focus on the highest long-term return but may take risk of losing most of the original investment
- When considering sample picture below showing the potential returns of different investment portfolio, which investment portfolio are you most willing to invest in?



- Investment portfolio 1 (has chance to receive 2.5% return without any loss)
  - Investment portfolio 2 (has chance to receive 7% highest return but may lose up to 1%)
  - Investment portfolio 3 (has chance to receive 15% highest return but may lose up to 5%)
  - Investment portfolio 4 (has chance to receive 25% highest return but may lose up to 15%)
- If you invest in assets that have chances to receive high return but also have chances to receive high loss, how would you feel?
    - Worried and afraid of loss
    - Uneasy but somehow understand
    - Understand and accept the fluctuations
    - Not concerned about the large potential loss and expect that the return may increase
  - In which proportion will you be anxious or unacceptable when the value of your investment has decreased?
    - 5% or less
    - More than 5%-10%
    - More than 10%-20%
    - More than 20%
  - Last year, you invest 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?
    - Panic and want to sell the remaining investment
    - Worried and will change some investment into less risky assets
    - Continue holding the investment and wait until the investment rebounds
    - Remain confident since it is long-term investment and will invest more to average cost

Questions 11-12 are used as additional information for guidance (Scores will NOT be counted)

Apply only to investment in derivatives and structure note

11. Successful derivatives and structure notes investment has high return. On the other hand, investors can lose all of their investment and must increase more capital. Are you able to accept this?

- a. No
- b. Yes

**Apply only to offshore investment**

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

- a. No
- b. Yes

**For Staff**

Part 1: Assessment Scores

Answer a = 1 point      Answer b = 2 points

Answer c = 3 points      Answer d = 4 points

For Suitability Assessment No. 4, if selected more than one answer, the highest score of the answers will be selected.

Part 2: Assessment Result

Total Scores	Level	Investor Type of Risk
Below 15	1	Low
15-21	2	Moderate to Low
22-29	3	Moderate to High
30-36	4	High
Above 37	5	Very High

Part 3: Basic Asset Allocation

Investor Type of Risk	Asset Allocation				
	Deposits and Short-Term Fixed Income Funds	Long-Term Fixed Income Funds	Debenture	Equity Fund	Other Options
Low	>60%		<20%	<10%	<5%
Moderate to Low	<20%	<70%		<20%	<10%
Moderate to High	<10%	<60%		<30%	<10%
High	<10%	<40%		<40%	<20%
Very High	<5%	<30%		>60%	<30%

\* Including consumer products and derivatives products

Total Scores

Assessor Name (.....)      Inspector Name (.....)

Date ..... / ..... / .....



AGENCY AND BROKERAGE AGREEMENT FOR PURCHASE AND SALE OF SECURITIES

1. Place of Execution of Agreement : Trinity Securities Company Limited

2. Date of Agreement : .....

3. Parties : .....

3.1 Name .....Surname..... Address  House  Office No.....Moo.....Soi.....Road,..... Sub-district.....District.....Province....., Zip Code ....., hereinafter referred to as the "Grantor" of the one part; and

3.2 Trinity Securities Company Limited,having its office located at 179 Bangkok City Tower 25-26, 29thFloor, South Sathorn Road., Tungmahamek, Sathorn, Bangkok, hereinafter referred to as the "Company" of the other part.

4. Objective of the Agreement

Whereas the Company is incorporated as a lawful juristic company with proper licenses conferred upon the Company by the Ministry of Finance to engage in trading of securities and/or being an agent/broker for securities trading within and outside the Stock Exchange of Thailand ("SET"). Whereas the Grantor executes with the Company an application to open an account for trading of securities and to appoint the Company as a securities trading agent/broker . The Company accepts such appointment. Both parties hereby agree to execute this Agreement.

5. Definitions

Unless the context otherwise requires in this Agreement,

"Securities" mean shares, debentures, bonds, warrants, derivative warrants, share or debenture certificates, share warrants, or debenture warrants certificates, share subscriptions or debenture subscriptions, unit trusts, unit trust warrants and any other financial instruments, acknowledgement notice of securities transfer service, acknowledgement notice for share certificates or any other instruments as specified by the Securities and Exchange Commission ("SEC"), including interests, dividends, or any other rights attached to such securities;

" Assets" mean cash, securities and other assets, any rights and interests attached to such assets ;

"SET" means the Stock Exchange of Thailand and/or any other secondary markets as prescribed by laws;

"Instructions" mean orders or instructions given orally or in writing or by telephone or by facsimile . Once the Company or its staff or its employees or its agents executes the instructions, the Grantor acknowledges and agrees that this shall be the firm instructions for the Company to act on behalf of the Grantor without requiring the Grantor to grant consent or ratification;

"Incurred Expenses for Securities Trading" mean taxes, expenses and/or any other indebtedness arising from securities trading;

"Depository Center" means Thailand Securities Depository Company Limited and any other places which are depository centers providing securities deposit and withdrawal services, including but not limited to securities clearing and settlement;

" Fees" mean commission and related fees arising from the purchase and/or sale of Securities chargeable to the Grantor by the Company in accordance with the rules, conditions and procedures as specified by the SET;

"Securities Trading" means the purchase and/or sale of Securities in accordance with the Instructions of the Grantor, whether within or outside the SET, including but not limited to, Securities

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trading with third parties or the Company Securities trading through enforcement or auction, or by subscription of such Securities;

“**Government Regulations**” mean laws, notifications, orders, and regulations imposed by the Ministry of Finance, Bank of Thailand, SET, SEC, or any other government agencies related to the securities business.

## **6. Powers and obligations of the Company**

6.1 The Grantor agrees to appoint and the Company agrees to accept the appointment as an agent and/or broker and/or attorney-in-fact of the Grantor to trade Securities for the Grantor with authority to act and complete on behalf of the Grantor the following transactions to bind the Grantor:

6.1.1 purchase and sell Securities, including but not limited to transferring, acceptance of transfer, borrowing, delivery and acceptance of delivery of Securities as well as taking those Securities owned and/or purchased by the Grantor to enter into any activity with third parties and/or the Company, and/or any agent of the Company under the name or on behalf of the Grantor in all respects;

6.1.2 pay, receive monies, receive dividends and pay all indebtedness arising from the purchase and/or sale of Securities in the name and on behalf of the Grantor, whether such payment shall be made to third parties, the Company, or any agent of the Company with the authority to issue receipts, endorse cheques, and/or any other instruments at the stage of and in the course of the purchase and/or sale and/or to enter into any transaction (juristic act) in connection with such Securities until completion thereof;

6.1.3 sign or execute on behalf of the Grantor for any transaction (juristic act) and/or sign on any instruments in connection with the purchase and/or sale and/or in connection with the transfer of Securities, which include any pledged Securities of the Grantor with the Company and/or other persons, and/or to give notice to revoke the pledge for disposal of Securities and/or for related activities;

6.1.4 appoint an agent, or authorize the officers of the Company to act in accordance with the powers granted herein orally and in writing and/or to appoint other persons as sub-agents to conduct activities within the above-mentioned powers. This shall include the power to revoke Instructions to appoint such agent or authorize such officers or delegate such sub-authorization;

6.1.5 act as the Grantor’s custodian for the benefit of keeping, purchasing, selling, borrowing or lending the Securities; or securing the trading or borrowing or lending securities; or for whatsoever benefits. The Company shall have the rights and duties within the following scopes:-

- (1) to keep in custody the Grantor’s assets within the scope specified by law. The assets may be kept separately for each individual Grantor or kept collectively for several Grantors;
- (2) to receive and deliver assets, transfer or receive transfer of any assets under the name of the Grantor and/or by the order of the Grantor. The foregoing shall not include any cash payment for securities trading wherein the "Grantor" is required to settle the payment himself;
- (3) to prepare accounts showing the trade transaction and balance of assets of the Grantor;
- (4) to inform and report the Grantor either in writing or orally of the act following an instruction of the Grantor in relation to the receipt and delivery of securities, securities to be registered on book closing date for purpose of shareholders' meeting, receiving dividend, receiving right to purchase newly issued shares, interest and others. The Company will close the registered book under the name of the Grantor and then the Registrar of such securities shall deliver a letter to the Grantor at the address provided by the Grantor to the Company informing of any of the Grantor's rights; and
- (5) to perform other duties as described in the Notification of the SEC No. Kor.Thor. 4/2543 and/or Notification of the Office of the SEC regarding Custody of Customer’s Assets under the Securities and Exchange Act B.E. 2535 (1992).



6.2 With respect to the said appointment and authorization, this Agreement shall be deemed a power of attorney appointing the Company to be an agent and/or a broker of the Grantor for the purchase and/or sale of Securities.

6.3 The Grantor hereby agrees and grants the Grantor's consent to the Company to enter into any transaction (juristic act) on behalf of the Grantor with the Company or on behalf of the Company or the Company in its capacity as an agent of a third party.

6.4 Where the Grantor issues an Instruction to purchase Securities, if the Company purchases the Securities less than the amount specified in the Instruction, the Grantor agrees that the amount purchased by the Company at that time is the completed amount.

The Grantor expressly hereby agrees that the Company is entitled to refuse the Instruction of the Grantor to purchase Securities at any time as deems appropriate, without having to issue notice or provide any reasons to the Grantor .

6.5 The purchase and sale of Securities hereunder is a purchase and sale of Securities in accordance with the name, type, kind, amount and price of such Securities. There shall be no requirement that the Securities must be purchased from, or sold to, any specific person or that any person should be the titleholder in such traded Securities. The Company may use the same type, kind and amount of Securities upon the time that the Company accepts or delivers the Securities to the purchaser or the seller or the Grantor.

6.6 In Securities Trading hereunder, the Company does not warrant that the traded Securities are not subject to any encumbrance. Should it be found at a later date that the Company cannot transfer nor deliver the Securities to the Grantor or to the Securities purchaser due to the fault of the purchaser or the seller or the Grantor or due to the nature of the Securities *per se* or due to the violation of the Company's Articles of Association or due to the violation of the Government Regulations or due to any other causes, the Grantor agrees to be solely responsible and shall not commence any legal action against the Company in order to demanding the Company to act or omit to act, nor claim for any damages from the Company.

6.7 The Grantor may change or cancel the Grantor's Instruction given to the Company by informing the Company of such change or cancellation provided that such change or cancellation must be made during the period of business day of the SET prior to completion in whole or in part of the purchase or sale of the Securities. Such changed or cancelled Instruction shall be effective after obtaining confirmation thereof from the Company. In this connection, it shall in no ways affect the Company as a result of the Company's previous undertaking before the Company provides confirmation of said change or cancellation of the Instruction in all respects.

6.8 The Grantor agrees that the Grantor shall not terminate and/or revoke the power the Grantor has given to the Company under Clause 6.1 of this Agreement, regardless of any causes until the Company receives in full all payments owed by the Grantor to the Company.

## 7. Trading Limit

In Securities Trading, the Company agrees that the Grantor shall trade Securities through the Company hereunder within the limit reviewed and approved by the Company and in accordance with the procedures on computation of the limit of the Company, provided that the Company shall, at its discretion, increase or decrease the limit at any time without obtaining prior consent from the Grantor. The Grantor shall agree and accept such increase and decrease of such limit accordingly. The Company shall not be required to notify the Grantor of such increase or decrease in advance in any respect.

In case where the Company approves the Instruction to, in all respects, purchase and sell Securities of the Grantor in an amount exceed the limit , the Grantor shall agree and accept the completion of such purchase and/or sale under the Agreement . Subsequently, it shall be deemed that the amount of the said purchase and/or sale shall not exceed the trading limit approved by the Company and that the Company is entitled to not effect the purchase per Instruction with the trading amount exceeding the Securities Trading limit. The Grantor agrees and acknowledges not to claim any damages or expenses from the Company in all respects due to the event that the Company did not comply with the Grantor Instruction of such purchase..

## 8. Fees

8.1 The Grantor agrees to pay to the Company the Incurred Expenses for Securities Trading and Fees on all occasions of purchase and sale, subject to the rates announced by the company under the regulations of the SET prevailing at the time of purchase or sale of such Securities.

8.2 In case where the SET fixes the new fee rates after execution of this Agreement, the Grantor agrees to promptly pay to the Company the new Fee rate at the time the new Fee rates become effective, without having to give prior notice to the Grantor.

## 9. Payment

9.1 Where the Company purchases Securities under any transaction in accordance with the Instructions of the Grantor, the Grantor agrees to pay to the Company for the price of such Securities transaction with the Incurred Expenses in Securities Trading and Fees within the third business day following the date of the purchase of Securities in such transaction or following other due date as stipulated by the SET or the Company.

In the case where the Grantor makes payment by cheque, it shall be deemed that the Grantor makes payment of the Securities purchase price on the date that the Company collects cleared fund of the said cheque.

**If the Grantor is in default on payment of any Securities transaction, the Grantor agrees and grants the Grantor's consent that the Company shall have the rights to offer such Securities to be sold on the next business day following the above-mentioned due date. The Grantor hereby waives it's the Grantor's right to require the Company to give advance notice of sale of such Securities to the Grantor. If the proceeds are insufficient for the Securities purchase price as well as interest and expenses accrued as shall be settled with the Company by the Grantor, the Grantor agrees to promptly indemnify the Company in full.**

9.2 In a case where the Grantor is in default or breaches this Agreement in making payment hereunder, the Grantor shall pay to the Company the interest at the highest rate (at present 15%) that the law permits the Company to charge customers in a case of default, including, but not limited to, penalty stipulated by the Company, expenses arising from any demand, legal proceedings, enforcement, and legal fees incurred by the Company.

9.3 In addition to the dates and times for payment prescribed hereunder, the Company is entitled to demand without providing any reason therefor that the Grantor [should] pay indebtedness arising from this Agreement at any time as the Company deems appropriate . The Grantor agrees that once the Company demands for such payment, the Grantor shall promptly make payment in full upon demand.

For the purposes of obtaining any payment hereunder or the above-mentioned damages, the Grantor agrees that the Company is entitled to set off any debt between the Company and the Grantor, regardless of the fact that the debt of the Grantor is not yet due.

9.4 In the case where the Company sells any one or more Securities in accordance with the Instruction of the Grantor, the company shall pay to the Grantor, the proceeds from the sales of such Securities less the Incurred Expense for Securities Trading and Fees on the third business day following the date of sales of the Securities or any other date as specified by SET or the Company. The Company is entitled to withhold the proceeds thereof until the Company receives any payment from such transaction in full.

9.5 If the Company sells any one or more Securities in accordance with the Instructions of the Grantor, the Grantor agrees to deliver the said Securities to the Company before 12:00 a.m. on the business day following the date of sale of the Securities or in accordance with the governing rules, regulations and procedures of the SET in relation thereto.

In the case that the Grantor has transferred Securities through the account held at the Depository Center established for the purposes of depositing, withdrawal or transfer of Securities to the Company, or if the Grantor has ordered the Company to deliver such Securities from such account before 12:00 a.m., the Grantor shall be considered as having delivered such Securities to the Company in accordance with the foregoing paragraph.

In the case that the Grantor has Securities under custody with the Company , which includes Securities owned by the Grantor and deposited with the Depository Center, the Grantor agrees and grants the Grantor's consent to the Company to deliver the aforesaid Securities.

**9.6 If the Grantor fails to deliver the above-mentioned Securities, the Grantor agrees and grants the Grantor's consent that the Company shall purchase and deliver to the SET such Securities on behalf of the Grantor at any time the Company deems appropriate. The Grantor shall be responsible for all expenses and damage arising therefrom. Should there be any profit derived from the said purchase, the Grantor agrees to transfer such profit to the SET.**

In addition to the foregoing, it shall not prejudice the right of the Company to charge penalty to the Grantor at the rate prescribed, from time to time, by the Company and/or the Government Regulations, if the Grantor fails to deliver the Securities within the time period prescribed in Clause 9.5 or fails to deliver the Securities which results in the Company having to purchase the said Securities on the SET for delivery under the above paragraph.

## **10. Collateral**

**10.1 The Grantor agrees and grants the Grantor's consent that all Securities held by the Grantor at the time of execution of this Agreement or held by the Grantor hereafter and in the possession of the Company, including fruits and any other rights in connection with such Securities shall be held as collateral for all outstanding obligations of the Grantor owed to the Company. The Company shall have the rights to withhold all such Securities until the Company has received payment in full from the Grantor.**

The above-mentioned Securities shall include Securities delivered by the Grantor to the Company and Securities purchased by the Company in accordance with the Instructions of the Grantor.

10.2 The Grantor agrees that the Grantor shall not act and/or permit third parties to act or do whatsoever which shall result in the Securities under Clause 9.1 being damaged , depreciated, useless or derogated.

10.3 The Grantor agrees and grants the Grantor's consent that the Company shall deliver the above-mentioned Securities so they may be traded and/or pledged and/or placed as collateral for payment of the Grantor's obligations owed to the Company or the Company's obligations owed to third parties and/or lent the said Securities to other persons.

## **11. Cash Collateral**

In case where the Grantor has made a cash deposit with the Company for purposes of Securities Trading, the Grantor understands and acknowledges that the Company has set the practical guidelines to manage fund for the Grantor in consistent with the regulations set by the SEC as follows:

11.1 The Company will segregate the fund of the Grantor from that of the Company and invest by depositing it in the savings account with the commercial banks or other financial institutions established under specific laws and/or to purchase bills of exchange or promissory notes issued by the finance companies or the securities companies.

11.2 Rate of return on cash deposit to be received by the Grantor shall not exceed the rate, which the Company expects to receive by investing the Grantor's fund as set forth in Clause 11.1.

11.3 The Company shall pay returns to the Grantor in the form of interest at the rate and duration as prescribed by the Company, taking into consideration the interest return to be received from the investment as set forth in clause 11.1.

**11.4 The fund deposited by the Grantor with the Company for the purpose of the Securities Trading shall not be subject to deposit guarantee scheme of the Financial Institutions Development Fund since the Company engages solely in the Securities business**

11.5 In case where the Grantor is indebted to the Company, the Company agrees and grants the Grantor's consent that the Company shall promptly set off the fund deposit of the Grantor against the

debts, whether in whole or in part, without prior notice or consent from the Grantor. This shall not prejudice the Company to claim for any outstanding amount owed by the Grantor to the Company.

## 12. Custody of Grantor's Assets

12.1 The Company shall separate the Grantor 's assets from the Company's assets and the Company shall not create any lien, pledge, covenant or encumbrance over the Grantor's assets.

12.2 Correct Instruction of the Grantor:

- (1) shall be in writing and in accordance with the provisions set in the procedures for Customers to Deposit and Withdraw Assets , which is deemed as an integral part of this Agreement.
- (2) Instruction by other means shall be deemed valid when made in the agreed form signed by both parties.

12.3 No remuneration for custody of assets shall be charged by the Company except for applicable fees stipulated by the Company. If there are any fee alteration or the remuneration to be charged, the Company shall notify in writing to the Grantor of such change .

12.4 The Company agrees to prepare and submit to the Grantor an assets report on monthly basis except where there is no transaction causing any movement or alteration of assets under the custody of the Company. In case there is no transaction for a period of more than six months, the Company may submit a report to the Grantor every six months.

12.5 The Company shall not appoint any person to act as its agent in custody of the Grantor's assets, except in compliance with Clause 6.1.5 or in compliance with legal measures as specified by the SEC.

## 13. Notice

13.1 The Grantor agrees that the name, address and telephone number of the Grantor given to the Company are the actual name, address and telephone number of the Grantor whereby the Company can contact the Grantor. Should there be any change to the above name, address, and telephone number, the Grantor shall be required to immediately notify in writing the Company. So long as the company is not notified in writing of the said change, it shall be deemed by the Grantor that the name, address and telephone number given to the Company hereunder shall be the address for receipt of notice for the Grantor in this respect.

13.2 With respect to notice to the Grantor given hereunder, should the Company notify the Grantor by telephone in accordance with the telephone number of the Grantor indicated or given to the Company, or should the Company give notice in writing to the Grantor at the address of the Grantor indicated hereinabove or at the telephone number or at the address of the Grantor notified in writing to the Company hereafter in case of change of the address thereof, the Grantor hereby acknowledges and agrees that notice to the Grantor has been duly given regardless of the fact whether the Grantor receives the notice by the Grantor or someone else receives the notice for the Grantor. In addition, should there be any change to the telephone number or address of the Grantor, or should there be the address of the Grantor changed or vacated or closed or should there be no one to accept the notice or should the officers concerned notify the Company that the address notified hereunder cannot be found, it shall be deemed that the Grantor has duly received the notice or has been duly notified or contacted thereby.

## 14. Other Provisions

14.1 In the case where the Grantor delivers to the Company any Securities to be sold, the Grantor warrants that the Grantor is lawful owner of such Securities. The said Securities are lawful and free from being pledged with third parties as collateral or subject to any encumbrance. Should any of the said events occur and result in the company not being able to transfer or sell or deliver the Securities to any purchaser, the Grantor agrees to immediately indemnify the company for all damages incurred by the Company from the date it was so notified by the Company.

14.2 In the Company's capacity as the Grantor's broker and/or agent for Securities trading, the Grantor agrees and grants the Grantor's consent to have the Company deposit purchased Securities

or Securities held by the Company with the Depository Center under the name of the Company pursuant to SEC Act or other relevant rules, regulations and notification. In this respect, the Grantor agrees and grants the Grantor's consent that the Company shall fulfill and comply with criteria, conditions, procedures including guidance of the Depository Center, for instance, allowing the Company to disclose to the Depository Center, the Grantor's name, address and other details.

14.2.1 If the Grantor wishes to withdraw the Grantor's Securities deposited with the Depository Center under the foregoing paragraph, the Grantor shall inform the Company in advance at least one business day to enable the Company to withdraw such Securities and deliver to the Grantor such Securities upon receipt thereof from the Depository Center.

14.2.2 During the time such Securities are deposited with the Depository Center, the Grantor agrees and grants the Grantor's consent to the Company to obtain for the Grantor any rights and benefits arising from holding such Securities of issue companies under Clause 14.2.1 entitled and that the Company shall transfer to the Grantor those rights and benefits and/or in proportion to the Grantor's right and/or amount the Grantors shall be entitled to.

14.3 If the Grantor is in breach of any terms of this Agreement or default of any payment hereunder, the Grantor agrees and grants the Grantor's consent that the Company shall be entitled to possess the collateral under Clause 10 sell hereof and other non-pecuniary assets to pay out the debt owed to the Company without prior consent of the Grantor. The Grantor further agrees to indemnify the Company for all damages arising therefrom. The said damages shall include expenses arising from any demand, legal proceedings, enforcement and legal fees. The Company shall thereby be entitled to terminate this Agreement.

14.4 In exercising the Company's rights to sell the collateral under Clause 14.3 hereof the Grantor agrees and grants the Grantor's consent that the Company shall at its sole discretion, consider and determine any transaction and amount of collateral to be sold. Once the said collateral has been sold, the Grantor shall not object, cancel, revoke, or claim for any damages from the said sale.

14.5 In the case where the Grantor is dead, or becomes incapacitated person, or is sued or otherwise as the Company deems appropriate, the Grantor agrees and grants the Grantor's consent that the Company shall take the following actions to pay out any debts of the Grantor owed to the Company:

14.5.1 to sell in whole or in part the collateral and other assets in possession of the Company or acquired on behalf of the Grantor;

14.5.2 to purchase Securities in whole or in part to compensate the Company wherein the Grantor instructed the Company to sell such Securities but the Grantor fails to deliver such Securities to the Company; and

14.5.3 to cancel the Instructions to purchase or sell the Securities as instructed by the Grantor but the Company did not act nor effect to close the account of the Grantor, in whole or in part, nor effect to satisfy any debt or other obligations of the Grantor.

**14.6 The Grantor understands and acknowledges that the Securities Trading on the SET is subject to risks for the reason that the fluctuation of the value and return from the said Securities Trading are based on the Securities price, liquidity of the Securities market or the unforeseeable general investment conditions. Thus, the Grantor may not receive the fund and return in an amount equal to the invested amount. Furthermore, the Grantor understands and acknowledges that this Agreement may not incorporate all kinds of risks arising from Securities Trading, the Grantor may, therefore incur other risks which have not been incorporated in this Agreement. As the Company acting as a broker for Securities Trading shall not constitute a warranty that the Company shall be able to protect all kind of risks. Thus, the Grantor shall exercise its own careful discretionary consideration in making a decision to trade the securities according to the risk and return profiles acceptable by the Grantor. The Grantor also understands and acknowledges the risk of the derivative warrants as shall be notified by the Company in the publication for trading of derivative certificates. It shall be deemed that the Grantor acknowledges and understands investment risks in other Securities to be announced and enacted by the relevant regulatory authorities and distributed by the Company.**

14.7 No failure on the part of the Company in exercising any rights to demand, payment, debt settlement or whatsoever the Company shall be entitled to pursuant to this Agreement in all respects

shall operate as a waiver of any rights as aforementioned. Any specific waiver of rights (if any) shall not be construed to be a waiver for exercising the same or similar rights which may arise again in the future.

14.8 The Grantor hereby agrees not to make any demand, file any lawsuits or take any action against the Company in the event of any damages incurred to the Grantor as a consequence of any action, omission, or fault on the part of the SET, or any other party which is beyond the Company's control, for instance, the Grantor's damages due to the delay in receiving Securities certificate. For the sake of this Agreement, the Grantor's Securities held in the Company's Securities Deposits Account with the Depository Center shall be deemed as if the Company was in possession thereof or such Securities were held by the Company on its own.

14.9 This Agreement shall remain in effect for an indefinite period. The Company reserves the right to terminate this Agreement at any time without advance notices to the Grantor. In the event that the Grantor wishes to terminate this agreement, the Grantor is required to provide the Company with a written notification at least 7 days in advance. The rights and responsibilities of the Grantor and the Company shall remain unchanged until the termination of this Agreement has become effective.

14.10 In the case where the changes in any Government Regulations affect any term of this Agreement, the Grantor agrees and grants the Grantor's consent that the Company shall change, amend or modify this Agreement to conform with the said Government Regulations, as the case may be. The Company shall only notify the Grantor of the change, amendment or modification thereof. The Grantor shall strictly comply with the said Government Regulations unless otherwise expressly stated in this Agreement whereby the Company shall not notify the Grantor of such change, amendment or modification thereof.

In additional to the terms prescribed herein, the parties agree to comply with the Authority Regulations and General Ordinary Commercial Practices in Securities Trading shall apply simultaneously in this respect.

In the case where any of the terms hereof is or becomes illegal or invalid or void by operation of law, both parties agree that the remaining provisions under this Agreement shall remain enforceable in accordance with the law.

**IN WITNESS WHEREOF**, both parties having read and thoroughly understood this Agreement, hereby affix their signatures.

Signed .....Grantor  
( )

Signed.....the Company  
( )

Signed .....Grantor  
( )

Signed .....Witness  
( )

Signed .....Witness  
( )

# Trinity Securities Group

## Signature Card

Date/Month/Year \_\_\_\_\_ Account No. \_\_\_\_\_

Customer Name \_\_\_\_\_

Telephone No. \_\_\_\_\_

Attorney-in-fact \_\_\_\_\_

Telephone No. \_\_\_\_\_

### Specimen Signature

Owner	Attorney-in-fact

Checked by \_\_\_\_\_

Marketing Officer

\_\_\_\_\_

Head of marketing team / Branch Manager

\_\_\_\_\_

Operation Officer

(TRANSLATION)

LETTER OF CONSENT FOR DEBIT TO THE BANK ACCOUNT

Attention.....

Date.....

To : The Manager of (Bank) .....Head office/Branch.....

I .....Owner of the Savings & Current Account.....
Account Number (10 digits).....Account Name.....
Contact Address No.....Trok/Soi.....Road.....
Tumbol/Kwaeng.....Amphur/Khet.....Province.....
Post Code.....Telephone No.....

Request the bank to debit my aforesaid account and credit the same amount to the bank account of Trinity Securities Company Limited (hereinafter called "the Company") in accordance with the amount as shown in the diskette/invoices/tape/electronic data file transfer which the bank receives from the Company for the payment of the debt and/or any obligations due to the Company.

For the said debit to my account for payment of the debt and/or any obligations to the Company, should it appear later that the amount contained in the diskette/invoice/tape/electronic data file transfer which the Company notifies the Bank is incorrect and that the bank has already debited the sum equivalent to the amount stated in the diskette/invoices/tape/electronic data file transfer from my account, I agree to claim such amount from the company directly. I hereby waive my right to claim or sue the Bank to reimburse me the sum which the Bank has debited and credited to the account of the company. I agree that the Bank shall debit only when the fund on my account is, at the time, available. I also waive notice of such debit because I will be able to receive all details from the passbook/statement of the Bank or invoice/receipt of the Company.

In case of documents of evidence and the account number mentioned above changed for whatever reason, this letter of consent shall be valid and enforceable for such account. The debit to my account shall be immediately valid upon entering into this letter of consent and shall be in full force and effect until my written instruction to revoke this letter of consent is given to the Bank and the Company not less than 30 days in advance.

Sincerely yours,

Signed .....Consenting party
As that given to the Bank / Account Owner
Certified correct account and true signature of consenting party

Certified as authenticated signature of the consenting party Bank .....Branch.....

Signed.....
(Company)..... Signed.....
Authorized signature of the bank



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