

TISCO Securities Company Limited  
48/8 TISCO Tower, 4<sup>th</sup> Floor,  
North Sathorn Road,  
Bangkok 10500, Thailand.

No. \_\_\_\_\_  
Customer Account Code/No. \_\_\_\_\_

**Agreement to Appoint TISCO to Act as Broker for Trading Securities**

Place \_\_\_\_\_

Date \_\_\_\_\_

To : Manager  
TISCO Securities Company Limited

We hereby agree to have a securities transaction account with your company under the following terms and conditions.

Name of applicant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In applying for the securities transaction account, we hereby appoint your company to be our agent for the purpose of purchasing securities in the Stock Exchange of Thailand for us and arranging the sale of securities on our behalf whether or not the securities are ones designated by us to you to sell or ones acquired by your company as an agent under this application. In this connection, your company shall act in accordance with our instruction made over the telephone, telex, telefax, letter and other means of communication, from time to time and whether or not the person giving the instructions are the persons designated in the following paragraph.

The names and specimen signatures of our staffs designated to do various things including to sign all documents relating to the securities transactions and the securities transaction account with your company are attached herewith. You will be promptly informed in writing if there is any change of the names and specimen signatures of our designated officers. We hereby consent to be bound in all respects by any act done or alleged to be done by the designated officers or by the act done with the signatures of the designated officers regardless of whether the said act will make us be the creditor or debtor of your company.

In transacting the securities in the securities market, we hereby agree to be bound by any business done or supposed to be done by your company in accordance with the stipulations, rules, or regulations of the Stock Exchange of Thailand, The Securities Exchange Commission as if it were done or supposed to be done by ourselves in all respects.

In any purchase transaction, we agree to make payment to you against the receiving of or credit to my account, shares certificate and/or scriptless securities, within 3 working days from the date on which your company purchase the securities. If we fail to make such payment, we shall allow your company to liquidate the shares on the next working day from due date to be

in accordance with the regulation stipulated by the Stock Exchange of Thailand. In any sale transaction, we agree that your company will settle the transaction by making payment against the delivery of shares certificate and/or scripless securities within 3 working days from the date on which your company sells the securities. If we fail to arrange the shares delivery, we shall allow your company to acquire the shares in the Stock Exchange of Thailand on the next working day to facilitate the net clearing settlement to be in accordance with the regulations stipulated by the Stock Exchange of Thailand. If there are any losses, damages and interest arising from our failure from any of the above cases we will reimburse to your company. If there is any balance that we shall receive from your company, your company shall be entitled to hold the said balance to settle or to add to this securities transaction account.

We agree to pay to your company for the remuneration at the rate of **0.25%** of the amount of the securities purchase and/or sold plus VAT of the aforementioned rate or at any rate that may be prescribed by the company.

In transacting the purchase of securities, we hereby instruct you to arrange to deliver our share certificates and/or scripless securities to our account at our custodian which shall be deemed as if we received them ourselves.

At any time after the above mentioned date, we allow your company and/or your affiliated company to examine, receive and exchange our information or other relevant information including request for credit information report and any reference documents from Thai Credit Bureau Company Limited and any other juristic person or person that your company may think fit, including to contact any data centre, use our information for the purpose of credit checking, marketing, administration and enable to disclose such information to the affiliated company of your company. We undertake that our consent shall not be revoked in all respects.

This Agreement and all rights, obligations shall be governed by and construed in accordance with the Laws of Thailand and may be enforced in accordance with the Laws of Thailand.

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Securities Transaction Account Applicant

Acknowledged and accepted by

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Company

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Witness Signature

**TISCO Securities Company Limited**  
**4th Fl., TISCO Tower, 48/8 North Sathorn Rd., Bangrak, Bangkok 10500**

**Power of Attorney**

Date \_\_\_\_\_

I/We \_\_\_\_\_ Office/Address No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereby authorize TISCO Securities Company Limited (the "Company") addressed at 4th Fl., TISCO Tower, 48/8 North Sathorn Rd., Bangrak, Bangkok 10500, to be my/our lawful agent having a power to act on my/our behalf in the following matters:

1. To sell and buy shares and/or securities including to transfer, take a transfer, deliver and accept shares, share-certificates, documents showing the right over shares, and/or securities and, additionally, to cause the share certificates and/or securities belonging to me/us and/or being purchased by me/us to be the subject of any legal transaction made with any third party and/or the Company in my/our name and on my/our behalf.
2. To pay money, accept payments, accept dividend distribution, and, in addition, to make a payment for any debt incurred in the purchase and/or sale of the said shares in my/our name and on my/our behalf regardless of whether the payment is made to a third party or to the Company, and, in this connection, to be empowered to issue a receipt, to endorse cheques and/or other instruments used in the purchase and/or sale and/or to enter into any legal transaction relating to the shares and/or securities.
3. To sign on my/our behalf in any legal transaction and/or any instrument used in the purchase and/or sale and/or transfer and/or acceptance of transfer of the share and/or securities, including those pledged by me/us with the Company and/or others, and/or to give a notice revoking the pledge.
4. The Company hereof is hereby authorized to appoint any staff of the Company and/or any other person to be its substitute in order to do all things and acts hereby authorized including to revoke the delegation and/or substitution.
5. To arrange for the registration in the name of me/us of any shares or securities and to receive dividend and/or subscribe the newly issued shares on my/our behalf at the amount that is deemed appropriate to me/us.

I/We hereby agree to be responsible for all transactions made by the Company within the scope of the business specified herein and I/we shall not revoke and/or terminate this power of attorney unless I/we have paid for every amount incurred in the transaction hereby authorized to the Company or its staff in full or have a written consent from the Company.

\_\_\_\_\_  
**Customer**  
( \_\_\_\_\_ )

\_\_\_\_\_  
**TISCO Securities Company Limited**  
( \_\_\_\_\_ )  
Authorized Representative

\_\_\_\_\_  
**Witness**  
( \_\_\_\_\_ )

\_\_\_\_\_  
**Witness**  
( \_\_\_\_\_ )

# CUSTODIAN AGREEMENT

This Agreement is made at TISCO Securities Company Limited on \_\_\_\_\_ by and between: -

**TISCO Securities Company Limited**, whose head office is at 4th Floor, TISCO Tower, 48/8 North Sathorn Road, Silom Sub-District, Bangrak District, Bangkok 10500, (hereinafter referred to as the “**Company**”), as one part; and

\_\_\_\_\_, residing at No. \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the “**Customer**”) as the other part;

Whereas the Customer hereby appoints the Company to be a custodian of the Customer and both parties hereby agrees to enter into this Agreement with the following terms and conditions.

## **Interpretation**

1. Unless otherwise specified herein, the following words shall have the meaning as given herebelow: -

“**Properties**” means money, securities, other properties including any rights or benefit thereon, for example, right to receive dividend or interest, right to subscribe shares or right to participate and vote in shareholder meeting.

“**Office**” means the Office of Securities and Exchange Commission.

“**Securities Depository Center**” means the securities depository center specified by the securities and exchange law.

“**Securities Exchange**” means the Stock Exchange of Thailand, Over-the-counter center, futures and options center, Market for Alternative Investments and any other securities trading centers.

“**Subsidiary Company**” means a subsidiary company as defined in the Notification of the Securities and Exchange Commission on the rules, conditions and procedures of information disclosure on the financial status and performance of a company that issued securities.

“**Affiliate Company**” means an affiliate company as defined in the Notification of the Securities and Exchange Commission on the rules, conditions and procedures of information disclosure on the financial status and performance of a company that issued securities.

“**Parent Company**” means a parent company as defined in the Notification of the Securities and Exchange Commission on the rules, conditions and procedures of information disclosure on the financial status and performance of a company that issued securities.

“**Internet**” means a network which links computer and computer network around the world together regardless of its linkage style which can be either by a conductor, signal line, telephone line or satellite signal with a purpose to communicate, receive, emit, present or exchange statement, electronic information or other data.

“**Electronics Means**” means an electronic or electromagnetic application or any other similar methods. This shall include an application of light, magnetic or any other relevant equipments.

## **Keeping and monitoring of the Customer’s Properties**

2. The Customer hereby agrees to appoint the Company to keep and monitor the Customer’s Properties for the purpose of keeping and/or trading or borrowing and lending of his/her securities and/or being collateral against the Customer’s obligation under his/her securities trading or securities borrowing and lending and/or for any other purposes to the extent permitted by law whereby the Customer agrees to pay custodian fee as prescribed by the Company.

3. The Customer acknowledged and understood Properties withdrawal shall be made in writing in the form as specified by the Company and notify the Company in advance and also acknowledged any fees of service under this Agreement. In case of money withdrawal, the Company shall pay the withdrawn money to the Customer in a check payable in the Customer’s name or any other method as the Company thinks fit.

4. The Customer acknowledged and understood that in the event that the Company deposit the Customer's money with commercial bank or other bank which was established by specific law or invest in promissory note of finance company, such Customer's money or such invested money is guaranteed by the Financial Institution Development Fund. In case that the Customer's money is deposited with the Company, the Customer's money shall not be guaranteed by the Financial Institution Development Fund.

5. The Company shall not appoint or authorize other persons as sub-agent to conduct any transaction in accordance with this Agreement, except that, the Customer's securities are deposited to the Securities Depository Center or the Bank of Thailand or by consent of the Office.

6. Unless otherwise mutually agreed in writing, the Customer agrees that the Company is able to perform any acts to create, modify, transfer, preserve or extinguish rights of the Customer in relation to the Properties.

7. The Company is unable to use the Properties of one customer for benefit of other customer or other person or the Company unless the Customer gave his/her written instruction or consent to the Company.

8. The Customer hereby gives its consent to the Company to use right or benefit of the Customer or perform any necessary acts to enable the Customer to receive right or benefit arising from being an owner of securities or any instruments which are kept in the Company's custody from issuer within appropriate period.

9. The Company shall, on a monthly basis, deliver report showing Properties details to the Customer unless the Customer has no transactions, which affect the movement or modification to the Properties. In case that the Customer has no transactions for six (6) consecutive months, the Company shall deliver report showing Properties details to the Customer every six (6) calendar months.

#### **Classification of the Customer's Properties**

10. The Company shall classify the Customer's Properties according to the Notification of the Securities and Exchange Commission whereby performance of the following acts shall be deemed that the classification has been made,

#### **Money**

(a) The Company classifies money by depositing with the commercial bank; other bank established by specific law; investing in promissory note or investing in any other kinds of investment as specified by the Office which shall be expressly indicated in such deposit account or promissory notes or investment performed by the Company for the benefit of the Customer. In case the said deposit or promissory note has maturity date, such deposit or promissory note shall allow redemption before its maturity date.

(b) The Company classifies money by keeping in the Company's custody on condition that the Company shall expressly identify, that such money belong to the Customer.

#### **Securities**

(a) The Company classifies securities by depositing to the Securities Depository Center or the Bank of Thailand which shall expressly indicate that they are deposited by the Company for benefit of the Customer or;

(b) The Company classifies securities by keeping in the Company's custody on condition that the Company shall expressly identify, that such securities belong to the Customer.

#### **Other Properties**

The Company classifies these properties in a manner that the Company shall expressly identify, that such properties belong to the Customer.

11. Benefit, if any, derived from any of the Customer's Properties as agreed by both parties, in case that the Customer shall have the right to receive benefit from the Company, the Customer agrees that the Company shall be entitled, without written notice, to apply such benefit to repay fees, if any, or all kinds of the Customer's indebtedness he/she may owe to the Company. However, in case the Company deducts the Customer's benefit to repay such fee and there is still a shortfall, the Customer agrees to be responsible to repay it in full.

12. The Customer allows the Company to deposit money of the Customer with financial institution having direct or indirect relationship with the Company as a Parent Company, Subsidiary Company or Affiliate Company.

#### **Risk of Properties Depository**

(1) The Customer acknowledges and understands the risk of investment in securities trading in all respects, for example, variation of the Stock Exchange of Thailand index or variation of securities value and Properties value effected from modification in law, regulation or any related announcements or changes in taxation.



**APPLICATION FORM FOR CORPORATE OR INSTITUTIONAL CLIENT**

Client Code \_\_\_\_\_

Date \_\_\_\_\_

**To : Managing Director**  
**TISCO Securities Company Limited**

We hereby agree to have a securities transaction account with your company, thus we accordingly provide the following information for your consideration.

**Corporate Information**

Name of Applicant : \_\_\_\_\_

Username For Internet trading : \_\_\_\_\_

Type of Business: \_\_\_\_\_

Office Address: \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_

E-mail \_\_\_\_\_

Company Registration Certificate No. \_\_\_\_\_ Incorporated Date \_\_\_\_\_

Registered Capital \_\_\_\_\_ B'MM. Paid-up Capital \_\_\_\_\_ B'MM.

Board of Directors:

1. \_\_\_\_\_ 5. \_\_\_\_\_

2. \_\_\_\_\_ 6. \_\_\_\_\_

3. \_\_\_\_\_ 7. \_\_\_\_\_

4. \_\_\_\_\_ 8. \_\_\_\_\_

Major Shareholders (%) :

1. \_\_\_\_\_ 5. \_\_\_\_\_

2. \_\_\_\_\_ 6. \_\_\_\_\_

3. \_\_\_\_\_ 7. \_\_\_\_\_

4. \_\_\_\_\_ 8. \_\_\_\_\_

Authorized persons who are empowered to act on behalf of the applicant for securities trading transactions:

1. \_\_\_\_\_ position \_\_\_\_\_

2. \_\_\_\_\_ position \_\_\_\_\_

3. \_\_\_\_\_ position \_\_\_\_\_

**Investment Purpose:** [ ] Short-Term [ ] Medium-Term [ ] Long-Term

**Custodian Bank:**

1. \_\_\_\_\_ account no. \_\_\_\_\_

2. \_\_\_\_\_ account no. \_\_\_\_\_

**Trading with Other Brokers :**

Never

Yes 1. Broker \_\_\_\_\_ Account type \_\_\_\_\_ Line \_\_\_\_\_ MM.

2. Broker \_\_\_\_\_ Account type \_\_\_\_\_ Line \_\_\_\_\_ MM.

3. Broker \_\_\_\_\_ Account type \_\_\_\_\_ Line \_\_\_\_\_ MM.

**Contact Person:**

Confirm 1. \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_

2. \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_

Or E-mail \_\_\_\_\_

Settlement 1. \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_

2. \_\_\_\_\_

Tel. \_\_\_\_\_ Fax. \_\_\_\_\_

Delivery of Statements  Post

Other \_\_\_\_\_

We have thoroughly considered and understood the nature and risk of investment in derivatives and other instruments and we thoroughly understand that there is an investment risk in all kinds of Securities and no investment return is guaranteed. Moreover, we understand that warrant or other kinds of instruments have an expired date and we cannot trade them after such date.

We hereby undertake that all the said information is true and correct at the date stated above providing that we shall inform your company in writing when such information has changed.

\_\_\_\_\_ Authorized Person

Company's Common Seal

\_\_\_\_\_ Authorized Person

Date\_\_\_\_\_

The Managing Director  
TISCO Securities Company Limited  
4th Fl., TISCO Tower, 48/8 North Sathorn Road  
Bangrak, Bangkok 10500

Dear Sir,

**Subject : Delivery of share**

I/We \_\_\_\_\_ who has opened the securities transaction account with your company, do hereby instruct you to arrange all my/our share purchased under my/our account by

[ ] holding all share to facilitate the operation for due transaction settlement.

[ ] delivering all share to my/our custodian, namely\_\_\_\_\_

\_\_\_\_\_

In case I/We instruct you to keep my/our share at your company or to deliver them to my/our custodian, it shall be deemed as if the undersigned received them myself/ourselves.

Yours Sincerely,

\_\_\_\_\_

BK-M-98-032

บริษัทหลักทรัพย์ ทิสโก้ จำกัด  
TISCO SECURITIES COMPANY LIMITED



วันที่ \_\_\_\_\_  
DATE

บัตรตัวอย่างลายมือชื่อ  
SPECIMEN SIGNATURE CARD

เลขที่บัญชี \_\_\_\_\_  
CLIENT NO.

ชื่อลูกค้า  
CLIENT NAME

สถานที่ติดต่อ  
CONTACT ADDRESS

โทรศัพท์  
TEL.

โทรสาร  
FAX.

ตัวอย่างลายมือชื่อ (เซ็นชื่อละ 2 ครั้ง) SIGNATURE (SIGN TWICE)		ตัวอย่างตราประทับ COMPANY SEAL
		ลงชื่อต่อหน้าเจ้าหน้าที่ <hr/> ( )

# Power of Attorney

Date \_\_\_\_\_

Whereas I/We \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ T e l . \_\_\_\_\_

have opened a securities transaction account with TISCO Securities Company Limited.

I/We do hereby authorize \_\_\_\_\_

residing at \_\_\_\_\_ Tel. \_\_\_\_\_

Contact address \_\_\_\_\_ Tel. \_\_\_\_\_

to be an authorized person in order to purchase/sell, register the pledge over shares or securities, accept payment, accept delivery of/or deliver share certificate, order to transfer or accept the transfer of shares or securities via Security Depository Center, accept any documents related to the purchase and sale of shares or securities in connection with my/our account on my/our behalf an for me/us.

I/We agree to be bound by liabilities and damages incurred from all transactions made by \_\_\_\_\_ within the scope of business specified herein and in the application for opening the securities transaction account as if it were done or supposed to be done by myself/ourselves in all respect.

\_\_\_\_\_  
( \_\_\_\_\_ )  
Signature of Grantor

\_\_\_\_\_  
( \_\_\_\_\_ )  
Signature of Attorney

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

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