



Cross Border Trading Agreement

(English Version)

How to complete the Application Form

In order to opening a Cross Border Trading account, the client needs to open a Thai Stock trading account also.

A set of application form is consisted of:-

No.	Descriptions	Sign
1	Application form for Thai Stock Trading Please fill out the information and sign the signature areas; Point 1 – Please fill in the details in part 1-7 and sign your name in part 8 Point 2 – Please fill in the Form for Declaration of Status as U.S. Person or Non-U.S. Person and sign your name Point 3 – Please sign your name in Agency/Brokerage Agreement Point 4 – Please sign your name in Consent to Disclose Customer Information Form Point 5 – Please fill in the information in the Letter of Consent to Debit from the Deposit Account Automatic (ATS) and sign your name *** For existing clients, this document is not required.***	5 point
2	Additional of Type Account Request Form Please fill out the information and sign the signature areas. Application form for Cross Border Trading Please fill out the information and sign the signature areas; Point 1 – CBT Agreement for Offshore Securities and/or Derivatives Trading. Point 2 – W8BEN Form for Client who wishes to invest in US market for tax benefit of non-resident. CBT Addendum (for your information) Clarification for opening an Offshore Securities and/or Derivatives Trading Account.	1 point 2 point

Please prepare your supporting documents as follows:-

1	A copy of Passport 1 copy
2	A copy of Work Permit 1 copy (Optional)
3	The first page of book bank that shows your name and your account number 1 copy (ATS : BBL, BAY, CIMBT, KTB, KBANK, SCB, UOB, TBANK, TMB)
4	A copy of bank statement for the past 3 months with certified true copy for those who wish to trade stock using cash account.

*** Only a copy of identification card is required for existing client.***

Please contact for more information on documents required for Entity/Juristic Person

For more information, please contact your investor contact or Cross Border Trading unit,

Tel: 02 841 9000 press1 and 4 or Email: bk.cbt@cgs-cimb.com

Additional of Type Account Request Form

Date.....

According to I/we,.....("the Client"), agreed to open a Securities Trading Account and/or Derivatives Trading Agreement and/or Fund Unit Trading Account including related securities transactions involving with CGS-CIMB Securities (Thailand) Co. Ltd. ("the Company"). I/We wish to open additional account with company. I/we agreed to comply by the terms and conditions under the terms of the Agency/Brokerage Agreement and/or the Fund Unit Trading Agency/Brokerage Agreement and/or Derivatives Trading Agreement and/or related securities transactions or all any agreements as follows:

Detail Account Types to Additional				
Transaction types	☒ Identify Account types and Acc. No. (Currently)		☒ Identify Account types (To Additional)	
Equities Trading	☐ Cash Basis ☐ Cash Balance ☐ Cross Border Trading ☐ Credit Balance ☐ ELN	ACC. NO. ACC. NO. ACC. NO. ACC. NO. ACC. NO.	☐ Cash Basis ☐ Cash Balance ☐ Cross Border Trading * Please specify your currency. If not, your account will be in USD automatically. ☐ CNY ☐ EUR ☐ GBP ☐ HKD ☐ SGD ☐ USD ☐ Cross Border Trading สำหรับตลาดเวียดนาม ☐ Credit Balance ☐ ELN	
Derivatives Trading (TFEX)	☐ TFEX	ACC. NO.	☐ TFEX	
Fund Unit Trading	☐ Fund Mart	ACC. NO.	☐ Fund Mart	
Securities Borrowing or Lending	☐ SBL	ACC. NO.	☐ SBL	
Securities Saving	☐ Easy Wealth Builder ☐ Every date 5 th of month ☐ Every date 15 th of month ☐ Every date 25 th of month	ACC. NO. ACC. NO. ACC. NO.	☐ Easy Wealth Builder ☐ Date 5 th of month Investment Fund THB ☐ Date 15 th of month Investment Fund THB ☐ Date 25 th of month Investment Fund THB	Securities to buy / Amount ① / THB ② / THB ③ / THB ④ / THB ⑤ / THB ⑥ / THB ⑦ / THB ⑧ / THB ⑨ / THB ⑩ / THB
Other transactions	☐ ☐	ACC. NO. ACC. NO.	☐ ☐	
Rational required to add account (identify more than one items) ☐ To increase investment channels ☐ To increase transaction ☐ To increase Investment Consultant / Marketing Officer more than one person for counseling investment. ☐ Others (if any).....				
Trading Channels of additional account ☐ Via the Investment Consultant / Marketing Officer ☐ Via the Internet / Information Technology Systems, identify Email Address.....				
Transaction Channels Related to Agreement of additional account ☒ Via the Internet System / Information Technology Systems ♦ In the case where the Client does not wish to take action via the internet / information technology systems, the Company will employ such mode or procedure as specified by the Company. ♦ The Company requires that Clients with Easy Wealth Builder accounts take action via only the internet / information technology systems.				

Terms Condition and Client Testimonial

1. The client hereby agrees to accept and consent to comply under the terms of the agreement by opening additional accounts in all respects and deemed to this additional accounts request form is a part of agreement.
2. The client agrees to accept and consents to comply with announcement, regulations, orders, rules issued by the company. The securities regulatory entities e.g. The Stock Exchange of Thailand, The Securities and Exchange Commission Association, The Securities Association of Thailand etc. By regardless of the aforementioned announcement, regulations, orders, rules were issued before/or while the client did this additional of type account request form or maybe have in the future and including the other services of company that give service now or in the future. The client shall be deemed to be binding from the date of signing the form of this additional account. If there is any damage, the client agreed to be responsible for all.
3. For the purpose of preventing or ceasing unfair acts or improper investments or transactions, the client agrees to:
 - (1) the client agrees to notify and provide the following information, and clarify such information in detail to the company, the Stock Exchange of Thailand, the Securities Depository, the securities registrar, the clearing house or the SEC Office upon request, or according to the rules as specified by those organizations:
 - (a) identifiable information manifesting the client and all persons who are the beneficial owners of listed securities trading regardless of directly or indirectly;
 - (b) the purposes of securities trading;
 - (c) the securities trading information of the client;
 - (d) If the customer order trading for several other persons or multiple accounts via anonymous account (omnibus account) The client agree to notify and provide the information specified under (a), (b) and (c) of such every other person of an omnibus account to the extent that the client knows or should have known as a result of taking action such omnibus account.
 - (2) the client gives consent to the company for temporarily suspending services as broker of listed securities, closing a trading account, limiting trading volume, or performing any other act relating to listed securities trading of the client in order to comply with the order of the Stock Exchange of Thailand, the Securities Depository, the securities registrar, the clearing house or the SEC Office in cases where it appears the following facts:
 - (a) listed securities trading by the client has or may have an impact on the orderly trading of listed securities, or has caused or may cause the trading price of the listed securities to deviate from normal market conditions;
 - (b) the client's listed securities trading behavior is inappropriate or may contravene the law on securities and exchange.
 - (c) the client fails to notify, provide information or prepare clarification under sub-clause (1), or provides false or materially misleading information.
4. The client hereby agrees to accept that in case of the client requests additional accounts, allows the Company to bring relevant information of the client in the company's database for complement to consider the additional accounts. The client has also verified and confirmed that the information is correct and true.

Signature.....Client
(.....)

For Staff / Officer of CGS-CIMB Securities (Thailand) Co., Ltd

Referable as of Client Account Information No.....

Checking information and document basis

- ☐ The signature of client is authentic
- ☐ A copy of the ID card/Passport with certify the accuracy
- ☐ A copy of the house registration with certify the accuracy
- ☐ Others document (if any).....

Signature..... Investment Consultant
(.....)

Department/Unit.....

Trader ID.....

Branch.....Code Branch.....

Date.....

Approval / Opinion

.....

.....

.....

.....

.....

Signature.....
(.....)

Position ☐ Branch Manager.....

☐ Team Leader.....

☐ Specify.....

Date.....

Foreign Securities and/or Bond Investment Agreement

Date.....

This agreement is made at CGS-CIMB (Thailand) Securities Company Limited between CGS-CIMB (Thailand) Securities Company Limited, its office located at 130-132, Sindhorn Building Tower II, Floor 2 and 3, and Sindhorn Building Tower III on Floor 12, Wireless Road, Lumpini Sub-District, Lumpini District, Bangkok 10330, which will henceforth be referred to as "**Company**" as one party, with, which will henceforth be referred to as "**Customer**" as the other party. As the Customer wishes to open a foreign securities and/or bond trading account with the Company, the Customer agrees to this agreement of foreign securities and/or bonds investment with the conditions and details as follows:

Definition

Item 1 Unless specified otherwise in the foreign securities and/or bond investment agreement, as well as explicit modification of a definition in this agreement in the future, the word:

"Foreign Securities" means a security that is issued in foreign currency and is distributed abroad. It is also a type of security that the Securities and Exchange Commission (SEC) has given the Company permission to provide service to the Customer, which shall include foreign bonds as permitted by the SEC.

"Foreign Securities Market" means a juristic person that is established according to foreign law, which can provide service of a securities market, or securities trading center, or futures contract trading center according to the law of the said country under the supervision of the authority or agency that supervises the securities or bonds.

"Allocation Limit" means the investment limit in foreign securities or futures contract in which the Bank of Thailand (BOT) has assigned the SEC to allocate the limit.

Conditions of Foreign Securities Investment

Item 2 The Customer agrees and gives consent to the Company to appoint the brokerage firm for trading of foreign securities ("Sub Broker") to trade the foreign securities of the Customer ("Foreign Securities Trading Account"), as well as consent to appoint the foreign custodian company ("Global Custodian") to look after and keep the foreign assets and benefits of the Customer. The Customer agrees to be responsible for the commissions, fees, expenses, and other amounts of money that the Company has paid in advance for the Customer for the said business in all respects. Hence, the Sub Broker and Global Custodian may be affiliates or companies that are related with the Company, and the Company has the right to make changes as deemed appropriate without notifying or receiving consent from the Customer in any way. Also, the Customer gives consent to the Company to disclose the Customer's information to Sub Broker and Global Custodian for the Customer's benefit regarding the foreign securities investment.

Item 3 Before submitting the purchase order for foreign securities, the Customer agrees to leave a deposit (guarantee deposit) to pay for the foreign securities to the Company. The Customer agrees and gives consent for the payment of interest or other benefits to be at the sole discretion of the Company as the Company deems appropriate without giving prior notice to the Customer.

Item 4 The Customer agrees and gives consent to the Company to choose the foreign currency exchange service and foreign remittance service with the commercial bank as deemed appropriate without receiving consent from the Customer in any way. Hence, the Customer agrees to be responsible for the foreign currency exchange fee and foreign remittance fee by giving consent to the Company to deduct from the guarantee deposit of the Customer for foreign securities trading. In case the Customer has placed several foreign currencies with the Company, the Customer agrees and gives consent that it is the right of the Company to choose the currency as deemed appropriate without notifying or receiving consent from the Customer in any way.

Item 5 In case the Customer purchases the foreign securities over their limit, or the foreign guarantee deposit of the Customer is inadequate for purchasing the securities, the Customer acknowledges and agrees to remit the money through the Company to pay for the missing amount in the purchase of securities, including late fines, fees, expenses, or other money as soon as receiving the notification from the Company. If the Customer does not act within the specified period of time, the Customer gives consent for the matter to be at the discretion of the Company to be forced to sell the foreign securities that the Customer has purchased by which the Company shall not be responsible for any losses or damages that occur from the selling of the said securities.

Item 6 The Customer gives consent to the Company to report relevant information of the foreign securities trading account, including the foreign securities trading report of the Customer to the SEC and/or the BOT or relevant agencies according to the declared rules.

Item 7 The Customer acknowledges and understands that the foreign securities investment is trading outside of the Stock Exchange of Thailand. The Customer has the duty to notify of foreign income as well as foreign remittance into Thailand under this agreement in order to file annual personal income tax or juristic person income tax according to the Revenue Code.

Item 8 The Customer is not allowed to transfer money or securities that are maintained or kept in the Customer's securities account that is opened with the Company for foreign securities investment purpose ("Customer's Securities Account") to other securities accounts of the Customer that are opened in a foreign country unless it is the transfer of foreign securities in the Customer's securities account to another securities account that is opened with other securities companies in Thailand or it is a Customer's securities account that is opened and managed by the Company or other securities companies in Thailand.

Item 9 The Customer acknowledges and agrees that in case the Customer wishes to place a currency hedge themselves, the Customer shall notify the Company at all times.

Item 10 The Customer agrees and accepts that in foreign securities investment under this agreement, the Company shall make an electronic transaction through the internet system by using computer, hardware, software, and online network. If an error occurs to hardware and online network system of the Company or the Customer, which may cause the Customer's order to be incomplete or the Company may not be able to proceed with all or some parts of the Customer's order, the Customer agrees not to claim for any damages against the Company.

Item 11 The Customer acknowledges and understands that the Company has no duty to provide the Customer suggestions in foreign securities investment or to make the decision for the Customer. Therefore, the Customer must study and check the information on the foreign securities investment by themselves as well as search for status, business type, and performance of the company that issues the foreign securities and accept any impacts that might occur from the foreign securities exchange themselves.

Item 12 The Customer agrees and gives consent to comply with the laws, announcements, regulations, rules, and conditions on foreign securities investment that the SEC, SEC Board, or the authorized agency is currently using and/or which might be changed or modified further in the future.

Information Transmission Method in Foreign Securities Investment

Item 13 The Customer agrees and accepts that the foreign securities investment under this agreement shall be done via electronic transaction and internet system by e-mail according to the e-mail address which the Customer must notify to the Company. If the Customer desires to change the e-mail address, the Customer must notify the Company in advance in writing immediately.

Item 14 Both contract parties agree and accept that the information transmission of foreign securities investment via e-mail shall include but not be limited to securities trading confirmation, tax invoice, bank statement, and newsletter between the contract parties or Sub Broker or Global Custodian.

Item 15 The Customer has the duty to verify the information and all types of documents that the Company or Sub Broker or Global Custodian has notified or submitted at all times, as well as the duty to inspect and report the statement of foreign securities trading account. If any errors or abnormalities are found, the Customer must inform the Company in writing of the transactions, details, or any statements within the following working day after the date that Company or Sub Broker or Global Custodian has notified or submitted the information to the Customer. Otherwise, the Company shall consider that the Customer has agreed that the information or all types of documents are complete, and the Customer agrees to be bound according to the evidence shown in all respects and that the Company has acted as the representative completely.

Item 16 The Customer can request the Company to publish and issue the original copy or any duplicates that are relevant with the Customer periodically by which the Customer agrees to pay for the fees as well as expenses in the publication and issuance of those documents.

Item 17 The Customer acknowledges and understands regarding information transmission via e-mail as well as the risks or damages that might occur, which include but are not limited to loss of information along the way, delay or inability of the information transmission, interference, or penetration to the e-mail address of the Customer, including intrusion of any information, or error or deviation of information in other respects that may occur due to the limitation of the use of e-mail address, a public communication with lots of service users around the world. Hence, the Customer understands and accepts that the Company shall not be responsible for any damages in case the damages occur due to the said causes. The Company's service in sending documents via e-mail address does not certify or guarantee that the Company can prevent any risks or damages that might occur.

Risk Disclosure from Foreign Securities Trading Form

Item 18 Foreign securities investment contains risk. The Customer may lose all or some parts of the investment money. Before deciding to invest, the Customer should check and consider the information in the risk disclosure document carefully. This risk disclosure document shows the significant risks that might affect the investment significantly. However, this risk disclosure document does not show all risks regarding foreign securities investment but only some significant factors or risks that are relevant to the foreign securities investment. Therefore, there may be other factors or risks that are currently unknown or risks that are being considered during this time as non-essential, which might become important factors or risks in the future.

This risk disclosure document is not a document that provides suggestions in terms of business, law, tax, or accounting. The Customer should consult a consultant in various fields regarding foreign securities investment. Therefore, the investor should not invest in foreign securities unless the investor has truly understood the risks that are relevant to the foreign securities investment and has decided to invest when considering that the said foreign securities investment is suitable for themselves.

18.1 General Risk of Securities Investment

The Customer investing in foreign securities is at risk of losing part or all of their investment money. There may also be some unexpected incidents, which include operations of government agencies and domestic and foreign economic and political conditions as well as other force majeure and uncontrollable events, such as war, riot, domestic commotion, or terrorism. The said events may cause severe fluctuation to the market and the price of securities.

18.2 Relevant Risks of Market Conditions and Price Fluctuation

The foreign securities that the Customer will invest are securities that are traded or registered in a country that may contain political conditions, economic conditions, laws, and rules that are significantly different from Thailand. Moreover, the stock exchange market that the said foreign securities is traded or registered may use their discretion to withhold securities trading periodically. Therefore, a change or fluctuation or depression or occurrence of the said incidents may cause negative impact to the trading volume and the price of the securities.

Apart from the abovementioned internal factors, the trading volume and the price of securities may be impacted from other factors, which might be factors that are relevant with the securities or those that occur from external factors such as war or economic and/or financial crisis of the world or the region. The change of these factors might affect the trading volume and the price of securities.

18.3 Relevant Risks of Payment of Price and Delivery of Securities

The foreign securities investment will be relevant to the submission of trading order, delivery, and payment of price and/or product in the foreign securities market in which the laws and regulations of the stock exchange market in each country for the transaction might be different. The Customer may not receive protection in some respects as that of a transaction made by a regular investor of the said country. The payment and the delivery system of securities in the said stock exchange market may be inferior in terms of development or have a lower standard. In some cases, it may have less reliability than Thailand. The fees that are relevant to the payment of price and delivery of securities may be higher than the fees that must be paid in Thailand or higher than the investor has expected. Moreover, since the system of the payment of price and the delivery of securities between Thailand and the foreign country or between the Stock Exchange of Thailand and the stock exchange market of each country is not connected or coordinated systematically, the process of payment of price and delivery of securities may take longer than expected. The said factors might cause more risks in the investment, which include risk of corruption. The inability to deliver the securities or confusion of the conditions and the process of payment of price and delivery of securities as well as capital repayment and other factors may cause loss, opportunity loss, delay, and increase in operational expenses and legal expenses.

18.4 Relevant Risks of Enforced Laws or Regulations

Since foreign securities investment is an investment in securities of a company with residence or office, assets, personnel, and benefits in a foreign country under different laws or regulations, the investment in various countries or in some countries might be limited or controlled in different levels according to the enforced laws or regulations in each country. The said limitation or control may include the request for permission from government agency or other individuals prior to the investment, an investment limitation of foreign investors in some types of businesses, a request for permission from a government agency to take the money obtained from the investment or capital or money that the investor obtained from selling the foreign securities out of the country, or the collection of taxes that are relevant with the securities investment of the foreign investor. Moreover, the laws and regulations in those countries may not be explicit and may rely on the interpretation of the relevant officers in the said country who might interpret those laws or regulations in a non-beneficial way to the investor. Also, those countries may issue new laws or regulations periodically, which may cause uncertainty in terms of scope and content of newly issued laws or regulations. These factors may cause negative impact to the investment.

Apart from the limitations and controls abovementioned, the protection that some countries offer for the rights of the investor as a securities holder may be limited or very little, which include the right to sue or seek judgement by a court of the said country. Moreover, the effectiveness of the judicial process in each country is different, which may cause the Customer problems with litigation in the court of the said country. Also, in case the Customer has received judgment of winning the case in a country, the Customer may need to proceed with the court order according to the said judgment in the country that the Customer has invested and there may be no guarantee that the court of the said country will proceed with the court order according to the received judgment.

18.5 Relevant Risks of Assets Preservation of Customer

The Customer's assets that are received or deposited or those that are under the preservation of the foreign business entrepreneur or the foreign depositor shall be under the protection and management according to the bankruptcy process that is legislated according to foreign law, including other rules that are issued by the supervisory agency of the said foreign country, which may be different from that as specified in the Securities and Exchange Act, B.E. 2535 (1992), Derivatives Act, B.E. 2546 (2003), Bankruptcy Act, B.E. 2483 (1940), and other relevant laws or rules of Thailand. Therefore, in case there is any incident that affects the protection of the Customer's assets, or in case the Customer desires to claim the Customer's assets that are kept or preserved in a foreign country or transfer to other individuals, or in case the foreign business entrepreneur or foreign asset depositor is faced with money problems until becoming bankrupt, the Customer may face risk of procedure, period of time, and operational costs, or might not receive the complete type, amount, or value of assets that the Customer has received or deposited abroad. Therefore, the Customer should understand the specified rules and may request for the business entrepreneur to explain or provide further information regarding the process of the management and the risks in the said matter before deciding to invest.

18.6 Relevant Risks of Securities Liquidity

Even though the Customer invests in securities that are listed in the stock exchange market, the stock exchange market in some countries may be small with no liquidity. Moreover, the securities liquidity may depend on other factors, such as the nature of securities, including internal factors and/or external factors of the country where the stock exchange market is located. Therefore, the existing liquidity may reduce the capability of the investor in buying or selling or other operations regarding the said securities, or may cause difficulty buying or selling securities at the desirable or satisfactory price or in the amount that the investor desires.

18.7 Relevant Risks of Exchange Rate

Since a foreign securities investment is paid in foreign currency exchange, the return on investment may be impacted significantly from the risk that occurs from the exchange rate. The Customer may face risk if the value of the said foreign currency exchange has changed when compared with the value of the Baht. The said incident may occur in any period of time or may occur permanently. Moreover, if there is a depreciation of any foreign currency, the Customer may receive damages from the depreciation of the said foreign currency.

18.8 Relevant Risks of Reliability of Contract Party

The Customer may face risk that is related with the reliability of another contract party, which includes the issuance of foreign securities that the Customer has invested (whether it is an investment inside or outside the stock exchange market). The Customer may have risk of losing part or all of their investment money in case another contract party or the issuer of the said foreign securities goes bankrupt or is in the state of insolvency, or is unable or is not ready to settle the debts or perform their duty, including the duty of capital repayment or redemption of securities that the Customer has invested.

18.9 Relevant Risks of Own Investment

The decision in securities investment is the Customer's decision. The Company does not act as a consultant or the custodian of the Customer's benefit in the investment in any way. Before deciding to invest, the Customer has confirmed to the Company that the Customer has studied and taken careful consideration of all information that is relevant to business status, financial status, and turnover of the issuer of securities, or product or assets that are invested, or other information that is relevant to the securities that the Customer will invest in, as well as other factors that are relevant to the investment such as political conditions, economic conditions, or laws and regulations of the relevant countries. Therefore, the Customer agrees and gives consent to accept all risks from investment. The Company has no duty to take care of the Customer's benefits and is not responsible or liable for any liabilities, claims, damages, costs, and expenses that occur from the said investment.

Customer Testimonials

Item 19 For any information that the Customer has given to the Company in the request form for opening of foreign securities and/or bond trading account, brokerage agreement, and/or any documents, the Customer certifies that the said information is true and correct in all respects.

Item 20 The Customer certifies that the Customer shall be the supervisor for the foreign securities trading account of the Customer and the sole beneficiary of this transaction.

Item 21 The Customer acknowledges and agrees that the Customer has the duty and the responsibility to keep the User Name and Password confidential, as well as be responsible for any trading transactions that are done under the Customer's User Name and Password.

Item 22 The Customer agrees that the foreign securities and/or bond investment agreement is considered to be a part of the brokerage agreement and/or futures trading contract. If the Customer violates or does not comply with any conditions of the said agreement, the Company has the right to terminate the agreement immediately. If there are damages occurred from the Customer's violation or non-compliance with this agreement, the Customer agrees to be responsible and compensate for all damages to the Company, including any outstanding debts and expenses with interest as determined by the Company in all respects. (During the making of this agreement, the Company has the right to claim for a maximum interest rate of 15 (fifteen) percent per year.)

Item 23 For any money that the Customer has the right to receive from the selling of foreign securities or collateral according to this agreement, or for any payment to the Company according to this agreement, the Customer agrees and gives consent to the Company to deduct from said amounts to pay fees or other outstanding expenses according to this agreement first. The remaining money shall be used to settle any debts that have occurred according to the brokerage agreement and/or futures contract in second order.

Suggestions for Singaporean or Those with Permanent Residence in Singapore

The Company would like to inform Singaporean customers or permanent residents in Singapore that:

Since the service provider of the securities trading system on the branded trading platform is a Singaporean juristic person and under Singapore's law, Singaporean or permanent residents in Singapore are not allowed to trade securities listed in Singapore Exchange through the said system. In case the Company has found that the Customer is a permanent resident in Singapore after opening an account with the Company, the Company reserves the right to withhold the securities trading through the Singapore Exchange Limited immediately.

Customer Acknowledgment

I acknowledge the abovementioned suggestions and would like to verify that I am not Singaporean or a permanent resident in Singapore in any way. If I have changed my nationality to Singaporean or have become a permanent resident in Singapore, I agree to notify the Company immediately. If I conceal the said information or provide delayed notification and cause damages to the Company, I agree to be responsible for the damages that occur to the Company in full amount as requested by the Company.

I have received the explanations from the officer of the Company regarding foreign securities investment and received the instructions on opening a foreign securities and/or bond trading account. I would like to verify that I have studied, acknowledged, and understood the information as specified in the instructions on opening a foreign securities and/or bond trading account as well as the risks of investment in the foreign stock exchange market completely, which includes the risks of exchange rate. Hence, the investment is my decision and I agree to accept all the risks. The Company as well as the employees shall not be liable or be responsible for any matter that occurs from my investment.

With this foreign securities and/or bond investment agreement, the Customer has read thoroughly and understands the conditions and methods and has studied the risks that may occur from foreign securities trading. The Customer is willing to comply and accept the said risks as mentioned above in all respects. As evidence, the Customer's signature with seal (if any) is given in the presence of witnesses.

Juristic Person's Seal

Signed.....Customer

(.....)

Signed.....Company

(.....)

Signed.....Witness

(.....)

Investment Consultant

Signed.....Witness

(.....)

Examiner/Recorder

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For use by individuals. Entities must use Form W-8BEN-E.
- Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required ☐
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here
☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Clarification for Opening an Offshore Securities and/or Derivatives Trading Account

CGS-CIMB Securities (Thailand) Co., Ltd. would like to clarify rules and regulations regarding offshore securities and/or derivatives trading account as below:

Rules and Regulations**1. Type of investor**

- Individual
- Corporate

Remark: There are more conditions for those who are Singaporean and American as well as those permanent residents of Singapore or United States of America.

2. Type of securities allowed for offshore investment

Type of securities allowed for offshore investment is based on the regulation specified by SEC.

Currently, CGS-CIMB provides foreign securities trading service for only securities listed in foreign securities exchange.

3. Rules and regulations for investor

- 3.1 Money used for investment must not be borrowed from any source.
- 3.2 Prior to hedge with any Commercial Bank, the Client shall notify the Company.
- 3.3 A joint account or an account for a group of person is not allowed to invest in offshore securities
- 3.4 Share transfer to other brokers in overseas is not permitted.

4. Income tax for offshore securities trading

- 4.1 Income derived from offshore investment may be in form of capital gain, dividend, interest, gain from exchange rate, or other benefit received during offshore investment period.
- 4.2 Income mentioned above may be subject to withholding tax depended on laws and rules of each invested countries.
- 4.3 The Client is responsible to declare his/her income derived from offshore investment whenever he/she has remitted money back to Thailand in the year income occurred.

5. Corporate actions

The Client shall receive right derived from offshore investment if he/she holds securities up to the record date specified by the securities company(s). The right can be categorized into 2 groups as follows:

5.1 Mandatory corporate action:

- Cash dividend
- Stock dividend
- Interest payment
- Redemption/maturity
- Capital reduction
- Merger/takeover
- Stock split
- Delisting

5.2 Voluntary corporate action:

- Right issue
- Tender offer
- Conversion/warrants exercise
- Proxy voting

For voluntary corporate action, if the Client wishes to exercise his/her right, the Client shall notify the Company in written within the specific date and conduct all related transactions. If there has limited right, FIFO basis shall be applied for granting.

To exercise the above mentioned right, both mandatory and voluntary corporate action, the Client shall be responsible for all tax, fee, and other expenses (if any).

Cross Border Trading
6. Offshore trading service is offered in the following countries

<u>With online service</u>		
Asia Pacific	America	Europe
Australia	Canada	Austria
China	USA	Belgium
Hong Kong		Denmark
Japan		Finland
Malaysia		France
Singapore		Germany
		Ireland
		Italy
		Netherlands
		Norway
		Portugal
		Spain
		Sweden
		Switzerland
		UK
<u>Only offline service</u>		
Vietnam		

7. Open offshore securities trading account

Besides filling and signing in the application and Agency/Brokerage Agreement and submitting the related documents according to the type of investor, the Client who wishes to open an offshore securities trading account shall fill and sign in the additional document as follows:

- 7.1 Application for opening an offshore securities and/or derivatives trading account
- 7.2 W-8BEN form for Client who wishes to invest in US market for tax benefit of non-resident

8. Approval for account opening

- 8.1 Account opening process takes approximate 1 week. After that the Company shall inform the Client in written with the number of offshore securities trading account.
 - 8.2 Whenever the Client informs his/her intention to invest, the Company shall request SEC for allotted quota through FIA system which is real time.
- The Company will approve the account opening based on Company's policies. Once your account is approved, details of your trading account will be sent to you via email.

9. Type of account

Type of account for trading offshore will be Cash Balance only. Fund must be deposited into the account before start trading and the cash available for trade will be that of shown in the portfolio.

10. Deposit fund

You can deposit fund to the company's account via Automatic Transfer System (ATS) or Bill Payment. We only accept money transfer in Thai baht only.

When depositing fund for trading offshore, you have to inform the currency in which you would like to convert to. Currently, we are able to convert Thai baht into 6 different currencies including USD, EUR, GBP, SGD, HKD and CNH

Fund deposited will be available in your portfolio within 2-3 days.

Fee for Transferring Cash Out

Fee for transferring cash out of Thailand is 1,000 baht per currency. The amount will be deducted when you deposit fund into the company's account.

11. Trading limit

Trading limit based on cash balance in client's trust account buffered 3% which reserved for commission calculation at the end of the day.

Clients' buying limit will be based on available cash in the portfolio.

Clients' selling limit will be based on available stock in the portfolio.

12. Securities trading order

12.1 You can place order via 24-hour online system by this link: <https://prosperus.cgs-cimb.co.th>. Username and password for logging into the system will be sent out to your registered email and password can be changed after first login.

Pro Points of Trading System

- Trade in more than 20 world' leading exchanges including exchanges in Asia Pacific, America, Europe under one account
- Hold up to 6 different currencies (USD, EUR, GBP, SGD, HKD and CNH)
- Subscribe for real-time bid/offer of each market
- Get the updated news from stock markets as well as securities
- Categorize securities into a group and set Watch List, Screener, Alert to make it easier to follow interested securities
- Retrieve historical movement of your account including profit/loss, returns, etc. and also set graph with more than 40 indicators in which you can trade on the graph immediately

12.2 You can contact your investment consultant to place order on their behalf.

13. Confirmation of securities trading

After the trading orders have been matched, the confirmation shall be as follows:

Day T+1 The Company shall send the official confirmation to Client via postal

14. Settlement Process

In case of placing buy order, the system will deduct cash from your account with the currency of the market you are invested in. You have to choose the correct account and currency in order to avoid conversion fee.

In case of placing sell order, cash receiving will still be in your portfolio and the date you receive will be depended on the settlement date of that market.

15. Cash withdrawal

The Client can inform your investment consultant if you would like to withdraw fund from your account.

Fee for Transferring Cash In

Fee for transferring cash into Thailand is 1,000 baht per currency and will be deducted from the total value of the withdrawal amount. Fund withdrawn will be back to your bank account within 2-3 days.

16. For Vietnam market

16.1 Vietnam is pre-fund market. Before trading the client has to transfer fund in USD to his/her account 2 days in advance. This fund will be kept separately from other currencies.

16.2 Traded currency is VND. Settlement currency can be chose either USD or VND.

16.3 In Vietnam Stocks Market, there is a quota for foreign investors. The client may not be able to buy the shares in case that foreign quota is full.

16.4 For sell order, the shares must be settled before submitting a sell order.

For more information, please contact your investor contact or Cross Border Trading unit,

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