

แบบฟอร์มการเปิดบัญชี (บุคคลธรรมดา)  
(TFEX)

Customer's Application Form ( Individual )

ชื่อ - สกุล \_\_\_\_\_

Name- Last Name

เลขที่บัญชี   -       -

A/C No.

สาขา \_\_\_\_\_

Branch



เอกสารประกอบการเปิดบัญชีเพื่อซื้อขาย / Required Documents for Opening a Trading Account

บุคคลธรรมดา / **Individual**

- 1. สำเนาบัตรประจำตัวประชาชน หรือ สำเนาหนังสือเดินทางของลูกค้ำ ผู้รับประโยชน์และผู้เกี่ยวข้อง (ถ้ามี) และ ผู้รับมอบอำนาจ (กรณีมอบอำนาจ)  
Certified copies of ID card or passport from the person opening the account and, where applicable, from beneficiaries, related persons, and grantee as well.
- 2. สำเนาทะเบียนบ้านของลูกค้ำ และผู้รับมอบอำนาจ (กรณีมอบอำนาจ)  
Certified copies of house registration from the person opening the account and, where applicable, from grantee as well.
- 3. สำเนาบัตรประจำตัวผู้เสียภาษีอากรของลูกค้ำ / A certified copy of Customer's Tax ID
- 4. สำเนาเดินรายการบัญชีธนาคาร ย้อนหลัง 3 เดือน นับจากวันขอเปิดบัญชี พร้อมหน้าแรกที่แสดงเลขที่บัญชี  
A certified copy of most recent 3 months' bank statements and the first page of the statement book which shows customer's name and account number.
- 5. หนังสือขอให้หักบัญชีเงินฝาก / Letter of consent to debit the bank account.
- 6. อากรแสตมป์ สำหรับสัญญาและหนังสือแต่งตั้งตัวแทนเพื่อซื้อขาย จำนวน 30 บาท / 30 Baht Duty stamp for Agreement and Trading Agent Appointment Contract
- 7. ค่าอากรแสตมป์ สำหรับหนังสือมอบอำนาจ จำนวน 30 บาท ต่อหนึ่งผู้รับมอบอำนาจ (กรณีมอบอำนาจ) / 30 Baht Duty stamp for each Grantee in Power of Attorney (In case customer has a power of attorney)





บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน)

173 อาคารเอเชีย เซ็นเตอร์ ชั้น 8-10  
ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร  
กรุงเทพมหานคร 10120  
ทะเบียนเลขที่ 0107536000293  
โทร. (662) 658-8888  
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Website <http://www.kgiworld.co.th>

วันที่ \_\_\_\_\_  
Date

## แบบฟอร์มการเปิดบัญชี Customer's Application Form

ข้าพเจ้ามีความประสงค์จะเปิดบัญชีกับบริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน) (“บริษัท”) โดยมอบหมายให้บริษัทฯ เป็นตัวแทนซื้อขายตามเงื่อนไข และข้อกำหนดของสัญญาแต่งตั้งต่างๆระหว่างข้าพเจ้ากับบริษัทฯ

I would like to open a trading account with KGI Securities (Thailand) Public Company Limited (the “Company”) and entrust the Company to be my agent where all terms and conditions of trading will be in accordance with the Agreement Appointment of Agent contract(s) entered into by myself and the Company.

### ประวัติลูกค้า / Customer Information

#### บุคคลธรรมดา / Individual

นาย / Mr.  นาง / Mrs.  นางสาว / Miss  อื่นๆ / Others \_\_\_\_\_

ชื่อ- สกุลภาษาไทย / Name - Last Name in Thai \_\_\_\_\_

ชื่อ- สกุลภาษาอังกฤษ / Name - Last Name in English \_\_\_\_\_

บัตรประจำตัวประชาชน / ID Card No.  หนังสือเดินทาง / Passport No. \_\_\_\_\_

อื่นๆ / Others \_\_\_\_\_

วันที่ออก / Issued Date \_\_\_\_\_ วันหมดอายุ / Expired Date \_\_\_\_\_

เลขประจำตัวผู้เสียภาษี / Tax ID No. \_\_\_\_\_ สัญชาติ / Nationality \_\_\_\_\_

ศาสนา / Religion \_\_\_\_\_ (ถิ่น) ที่อยู่ประเทศ / Country \_\_\_\_\_

วัน เดือน ปี เกิด / Date of Birth \_\_\_\_\_ อายุ / Age \_\_\_\_\_ ปี / Years

ระดับการศึกษาสูงสุด / Highest Education  ต่ำกว่าปริญญาตรี / Lower than Bachelor Degree  ปริญญาตรี / Bachelor Degree

ปริญญาโท / Master Degree  สูงกว่าปริญญาโท Higher than Master Degree

สถาบันการศึกษาสูงสุด / Highest Education Institution \_\_\_\_\_ สาขา / Major \_\_\_\_\_

อาชีพ / Occupation  พนักงานบริษัท / Employee  ธุรกิจส่วนตัว / Business Entrepreneur

ข้าราชการ / Government official  อื่น ๆ / Others \_\_\_\_\_

ชื่อบริษัท / Company \_\_\_\_\_ ประเภทธุรกิจ / Type of Business \_\_\_\_\_

ตำแหน่งงาน / Position \_\_\_\_\_ อายุการทำงาน / Year of Service \_\_\_\_\_

ที่อยู่ทำงาน / Work Address \_\_\_\_\_

รหัสไปรษณีย์ / Post Code \_\_\_\_\_ โทรศัพท์ / Tel No. \_\_\_\_\_ มือถือ / Mobile Phone \_\_\_\_\_

โทรสาร / Fax No. \_\_\_\_\_ Email Address \_\_\_\_\_

1. ที่อยู่ตามทะเบียนบ้าน / Home Address \_\_\_\_\_

รหัสไปรษณีย์ / Post Code \_\_\_\_\_ โทรศัพท์ / Tel No. \_\_\_\_\_ มือถือ / Mobile Phone \_\_\_\_\_

โทรสาร / Fax No. \_\_\_\_\_ Email Address \_\_\_\_\_

2. ที่อยู่ปัจจุบันที่ติดต่อได้ / Contact Address (กรอกเฉพาะกรณีที่ไม่เหมือนที่อยู่ตามทะเบียนบ้าน / Fill this part if it is not the same as Home Address) \_\_\_\_\_  
 รหัสไปรษณีย์ / Post Code \_\_\_\_\_ โทรศัพท์ / Tel No. \_\_\_\_\_ มือถือ / Mobile Phone \_\_\_\_\_  
 โทรสาร / Fax No. \_\_\_\_\_ Email Address \_\_\_\_\_

ระบุที่อยู่ที่จะจัดส่งเอกสาร / Mailing Address

ที่อยู่ตามทะเบียนบ้าน / Home Address  ที่อยู่ปัจจุบันที่ติดต่อได้ / Contact Address  ที่อยู่ทำงาน / Work Address

สถานภาพ / Status  โสด / Single  สมรส / Married  อื่นๆ / Others \_\_\_\_\_

ชื่อนามสกุลคู่สมรส / Name of spouse \_\_\_\_\_ บุตรในอุปการะ / No. of Children \_\_\_\_\_

อาชีพ / Occupation \_\_\_\_\_ ตำแหน่ง / Position \_\_\_\_\_

ที่ทำงาน / Company Address \_\_\_\_\_

ประเภทธุรกิจ / Type of Business \_\_\_\_\_

โทรศัพท์ / Tel No. \_\_\_\_\_ มือถือ / Mobile Phone \_\_\_\_\_

สถานที่และบุคคลที่สามารถติดต่อได้ (กรณีเร่งด่วนและไม่สามารถติดต่อลูกค้านี้ได้) / Contact person in case of emergency

ชื่อและนามสกุล / Name - Last name \_\_\_\_\_ โทรศัพท์ / Tel No. \_\_\_\_\_

สถานที่ทำงาน / Work Address \_\_\_\_\_

ตำแหน่ง / Position \_\_\_\_\_ ความสัมพันธ์ / Relationship \_\_\_\_\_

### ข้อมูลสถานะการเงิน / Financial Information

	มูลค่า / Value	ภาระผูกพัน (ถ้ามี) / Encumbrances (If any)
<input type="checkbox"/> ที่ดิน/Land _____		<input type="checkbox"/> จำนอง / Mortgage <input type="checkbox"/> Others _____
<input type="checkbox"/> บ้านพร้อมที่ดิน/House with Land _____		<input type="checkbox"/> จำนอง / Mortgage <input type="checkbox"/> Others _____
<input type="checkbox"/> รถยนต์/Car _____		<input type="checkbox"/> จำนำ / Pledge <input type="checkbox"/> Others _____
<input type="checkbox"/> ค้ำสัญญาใช้เงิน/P/N _____		<input type="checkbox"/> จำนำ / Pledge <input type="checkbox"/> Others _____
<input type="checkbox"/> เงินฝากธนาคาร/Deposit _____		<input type="checkbox"/> จำนอง / Mortgage <input type="checkbox"/> Others _____
<input type="checkbox"/> ทรัพย์สินอื่น /Other Assets _____		<input type="checkbox"/> จำนอง / Mortgage <input type="checkbox"/> Others _____
<input type="checkbox"/> เงินเดือน/Salary (per month) _____		
<input type="checkbox"/> รายได้อื่น /Other Income _____		โปรดระบุแหล่งที่มาของรายได้อื่น / Please specify source of other income _____
<input type="checkbox"/> เงินเดือนของคู่สมรส/ The spouse's Salary (per month) _____		
<input type="checkbox"/> รายได้อื่นของคู่สมรส/ The spouse's Other Income _____		โปรดระบุแหล่งที่มาของรายได้อื่น / Please specify source of other income _____

### ประเภทบัญชีและวงเงิน / A/C and Credit Line

ประสงค์ที่จะซื้อขาย / Which market(s) do you intend to invest in

ตลาดหลักทรัพย์ / SET  ตลาดตราสารหนี้ / Fixed Income Market  ตลาดอนุพันธ์ / Derivatives Market  
 อื่น ๆ / Others \_\_\_\_\_

ประเภทบัญชีที่จะขอเปิด A/C Type

Cash วงเงินที่จะขอเปิดบัญชี / Requested Credit Line \_\_\_\_\_ บาท/ Baht  
 Cash Balance วงเงินที่จะขอเปิดบัญชี / Requested Credit Line \_\_\_\_\_ บาท/ Baht  
 Internet Trading วงเงินที่จะขอเปิดบัญชี / Requested Credit Line \_\_\_\_\_ บาท/ Baht  
 Deposit / ฝากเงิน  Non-Deposit / ไม่ฝากเงิน





กรณีเปิดบัญชีซื้อขายตราสารอนุพันธ์ กรุณากรอกชื่อผู้เกี่ยวข้องในสัญญา/If open a derivatives account, please specify related person

ไม่มี / No

มี / Yes โปรดระบุ / Please specify .....

บัตรประชาชนเลขที่ ..... โปรดแนบสำเนาบัตรประชาชน /Please provide a copy(s) of ID card

**นิยาม** ผู้เกี่ยวข้อง หมายถึงบุคคลที่มีความสัมพันธ์กับลูกค้า เช่น คู่สมรส บุตรที่ยังไม่บรรลุนิติภาวะ บริษัทหรือห้างหุ้นส่วนที่ลูกค้าถือหุ้น

เกินร้อยละ 30 ของจำนวนหุ้นที่ได้จำหน่ายแล้ว หรือนิติบุคคลที่ลูกค้ามีอำนาจในการจัดการในฐานะเป็นตัวแทนของนิติบุคคล

Related person is defined as a person who has a relationship with the client. Examples of related person are spouse, client's children, a company whereby the client owns more than 30 percent of the outstanding shares, a company in which the client is an authorized person, etc.

ความรู้ในการลงทุนในสัญญาซื้อขายล่วงหน้า

Knowledge on training in derivatives investment

ได้รับการอบรมความรู้เพื่อการลงทุนในตลาดอนุพันธ์ ที่จัดโดย / Attend the training on investment in Futures Exchange arranged \_\_\_\_\_

อื่น ๆ (โปรดระบุ) Others (Please specify) \_\_\_\_\_

### การเปิดเผยข้อมูล / Self-Declaration

เพื่อประโยชน์ในการเปิดบัญชีของท่าน โปรดตอบคำถามเหล่านี้ / Please answer the questions below

1. ผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้าย คือ

The final beneficiary(s) of the account is

เจ้าของบัญชี / The person opening the account

บุคคลอื่น (โปรดระบุ) / Others. Please specify the person(s)

1. ชื่อ-สกุล .....เลขบัตรประจำตัวประชาชน .....

Name-Last Name

ID Card No.

2. ชื่อ-สกุล .....เลขบัตรประจำตัวประชาชน .....

Name-Last Name

ID Card No.

โปรดแนบสำเนาบัตรประชาชนผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้าย /

Please provide a copy(s) of ID Card of final beneficiaries

**นิยาม** ผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้าย (Ultimate beneficial owner) หมายถึง บุคคลธรรมดา (natural person) ที่เป็น

เจ้าของบัญชีที่แท้จริง ซึ่งพิจารณาจากข้อเท็จจริงในทางพฤตินัย เช่น ในการซื้อขายหลักทรัพย์จะพิจารณาจากผู้ที่ได้รับประโยชน์ในรูปของเงินปันผล ส่วนต่างราคา หรือการใช้สิทธิต่าง ๆ เป็นต้น

Ultimate beneficial owner is defined as natural persons who, in practice, are the actual beneficiaries of the profits and the rights associated with the account and the activities conducted through the account

2. ผู้มีอำนาจในการควบคุมบัญชีในทอดสุดท้าย คือ

The ultimate controlling person(s) of the account is

เจ้าของบัญชี / The person opening the account

ผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้ายที่ระบุในข้อ 1 / The real final beneficial owner mentioned in 1

บุคคลอื่น (โปรดระบุ) / Others. Please specify the person(s)

1. ชื่อ-สกุล .....เลขบัตรประจำตัวประชาชน .....

Name-Last Name

ID Card No.

2. ชื่อ-สกุล .....เลขบัตรประจำตัวประชาชน .....

Name-Last Name

ID Card No.

โปรดแนบสำเนาบัตรประชาชนผู้มีอำนาจในการควบคุมบัญชีในทอดสุดท้าย /

Please provide copies of ID Cards of the ultimate controlling persons

**นิยาม** ผู้มีอำนาจในการควบคุมบัญชีในทอดสุดท้าย (Ultimate controlling person) หมายถึง บุคคลธรรมดา (natural person)

ที่มีอำนาจควบคุมหรือตัดสินใจในทอดสุดท้ายเกี่ยวกับการทำธุรกรรม เช่น ในการซื้อขายหลักทรัพย์จะพิจารณาจากผู้ตัดสินใจอยู่เบื้องหลังในการกำหนดทิศทางการซื้อขาย โดยไม่จำเป็นต้องเป็นบุคคลที่ส่งคำสั่งซื้อขายกับบริษัทหลักทรัพย์ เป็นต้น

Ultimate controlling person is defined as natural persons who, in practice, are the actual persons making the final decisions in exercising the rights of the account, such as making the ultimate trading and transaction decisions, etc.



3. บุคคลต่อไปนี้ มีตำแหน่งทางการเมืองหรือไม่  
Do any of the following persons have a position in politics?
- 3.1 เจ้าของบัญชี / The person opening the account  
 ไม่มี / No     มี / Yes (โปรดระบุ) / (Please specify).....
- 3.2 คู่สมรสของเจ้าของบัญชี / The spouse of the person opening the account  
 ไม่มี / No     มี / Yes (โปรดระบุ) / (Please specify).....
- 3.3 ผู้รับมอบอำนาจ / The grantee in the power of attorney  
 ไม่มี / No     มี / Yes (โปรดระบุ) / (Please specify).....
- 3.4 ผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้ายที่ระบุในข้อ 1 / The real final beneficial owner mentioned in 1 of the account mentioned in 1  
 ไม่มี / No     มี / Yes (โปรดระบุ) / (Please specify).....
- 3.5 ผู้มีอำนาจในการควบคุมบัญชีในทอดสุดท้ายที่ระบุในข้อ 2 / The controlling person(s) of the account mentioned in 2 of the account mentioned in 2  
 ไม่มี / No     มี / Yes (โปรดระบุ) / (Please specify).....
4. บุคคลต่อไปนี้ มีประวัติการกระทำความผิดตามกฎหมายฟอกเงินในช่วง 3 ปีที่ผ่านมาหรือไม่ / Has any of the following persons been convicted for money laundering related crimes within the past 3 years?
- 4.1 เจ้าของบัญชี / The person opening the account  
 ไม่มี / No  
 มี / Yes (โปรดระบุ) / (Please specify).....เมื่อ พ.ศ./ in year (s) .....
- 4.2 คู่สมรสของเจ้าของบัญชี / The spouse of the person opening the account  
 ไม่มี / No  
 มี / Yes (โปรดระบุ) / (Please specify).....เมื่อ พ.ศ./ in year (s) .....
- 4.3 ผู้รับมอบอำนาจ / The grantee in the power of attorney  
 ไม่มี / No  
 มี / Yes (โปรดระบุ) / (Please specify).....เมื่อ พ.ศ./ in year (s) .....
- 4.4 ผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้ายที่ระบุในข้อ 1 / The real final beneficial owner mentioned in 1  
 ไม่มี / No  
 มี / Yes (โปรดระบุ) / (Please specify).....เมื่อ พ.ศ./ in year (s) .....
- 4.5 ผู้มีอำนาจในการควบคุมบัญชีในทอดสุดท้าย ที่ระบุในข้อ 2 / The ultimate controlling person mentioned in 2  
 ไม่มี / No  
 มี / Yes (โปรดระบุ) / (Please specify).....เมื่อ พ.ศ./ in year (s) .....
5. บุคคลต่อไปนี้ มีอาชีพอยู่ในกลุ่มที่ระบุด้านล่างหรือไม่  
Are any of the following persons involved in any of the occupations listed below?
- (1) เจ้าของสำนักกฎหมาย / Owner of law firm  
(2) ธุรกิจการซื้อขายเพชร วัตถุโบราณ หรือทองคำ / In the business of trading jewelry, gold or antiques  
(3) ธุรกิจรับแลกเปลี่ยนเงินตราต่างประเทศ / Non-institutional foreign currency exchange business  
(4) ธุรกิจบริการโอนเงิน / Non-institutional fund transfer business  
(5) เจ้าของสถานกาสิโนและการพนัน / Owner of casinos or other gambling facilities  
(6) โรงงานผลิตอาวุธ / Weapon manufacturing business  
(7) ตัวแทนค้าอาวุธ / Weapon distribution business  
(8) ตัวแทนหรือบุคคลผู้ประกอบธุรกิจให้กู้ยืมเงินนอกระบบ / Non-institutional loan business
- 5.1 เจ้าของบัญชี / The person opening the account  
 ไม่ใช่ / No     ใช่ / Yes (ระบุหมายเลข) / (Please specify number) .....  
ชื่อธุรกิจ / Name of Business ..... ที่ตั้ง / Location .....
- 5.2 คู่สมรสของเจ้าของบัญชี / The spouse of the person opening the account  
 ไม่ใช่ / No     ใช่ / Yes (ระบุหมายเลข) / (Please specify number) .....  
ชื่อธุรกิจ / Name of Business ..... ที่ตั้ง / Location .....
- 5.3 ผู้รับมอบอำนาจ / The grantee in the power of attorney  
 ไม่ใช่ / No     ใช่ / Yes (ระบุหมายเลข) / (Please specify number) .....  
ชื่อธุรกิจ / Name of Business ..... ที่ตั้ง / Location .....
- 5.4 ผู้รับประโยชน์จากการทำธุรกรรมในทอดสุดท้ายที่ระบุในข้อ 1 / The real final beneficial owner mentioned in 1  
 ไม่ใช่ / No     ใช่ / Yes (ระบุหมายเลข) / (Please specify number) .....  
ชื่อธุรกิจ / Name of Business ..... ที่ตั้ง / Location .....
- 5.5 ผู้มีอำนาจในการควบคุมบัญชีในทอดสุดท้าย ที่ระบุในข้อ 2 / The ultimate controlling person mention in 2  
 ไม่ใช่ / No     ใช่ / Yes (ระบุหมายเลข) / (Please specify number) .....  
ชื่อธุรกิจ / Name of Business ..... ที่ตั้ง / Location .....



6. เจ้าของบัญชีเป็นผู้บริหาร หรือมีความเกี่ยวข้องกับผู้บริหารบริษัทจดทะเบียน ในตลาดหลักทรัพย์ หรือไม่ Is the person opening the account an executive or a relative of a listed company's executive?

ไม่ใช่ / No

ใช่ / Yes โปรดระบุ / Please specify

ผู้เปิดบัญชีเป็นผู้บริหารบริษัทจดทะเบียน / ชื่อบริษัท.....

Account owner is an executive in a listed company / name of company

ผู้เปิดบัญชีมีความเกี่ยวข้องกับผู้บริหารบริษัทจดทะเบียน / ชื่อบริษัท.....

Account owner is a relative of an executive in a listed company/name of company

ชื่อผู้เกี่ยวข้อง / Name of Relative .....

โดยการลงนามในเอกสารนี้ ข้าพเจ้าขอรับรองและยืนยันว่า ข้อมูลรายละเอียดข้างต้นเป็นความจริงทุกประการ และหากมีการเปลี่ยนแปลงข้อมูลใด ๆ ข้าพเจ้าจะแจ้งเป็นลายลักษณ์อักษรทันที และข้าพเจ้าเข้าใจและรับทราบถึงกฎหมาย กฎระเบียบที่เกี่ยวข้อง หรือข้อบังคับของคณะกรรมการ ก.ล.ด. สำนักงานคณะกรรมการ ก.ล.ด. ตลาดหลักทรัพย์แห่งประเทศไทย บริษัท ตลาดอนุพันธ์ (ประเทศไทย) จำกัด (มหาชน) หน่วยงานราชการ หรือบริษัทที่เกี่ยวข้องกับการทำธุรกรรมต่างๆที่ข้าพเจ้าประสงค์จะทำอย่างดีแล้ว ทั้งนี้ ข้าพเจ้ายินดีปฏิบัติตามกฎระเบียบข้อบังคับในการทำธุรกรรมต่างๆที่ข้าพเจ้าประสงค์จะทำอย่างเคร่งครัด และในการนี้ ข้าพเจ้าตกลงยินยอมให้บริษัทฯ ดำเนินการตรวจสอบและเปิดเผยข้อมูลของข้าพเจ้ากับคณะกรรมการ ก.ล.ด. ตลาดหลักทรัพย์แห่งประเทศไทย หน่วยงานราชการ ตลาดอนุพันธ์ (ประเทศไทย) จำกัด (มหาชน) บริษัท สำนักหักบัญชี (ประเทศไทย) จำกัด หน่วยงานราชการ และ/หรือ หน่วยงานที่มีอำนาจหรือคำสั่งอันชอบด้วยกฎหมาย

In signing this application, I accept and acknowledge that the above information is true in all respect and if there are any changes, I will immediately notify in writing. I understand and know all relevant laws, rules, regulations, and notification of the SEC, the Office of the SEC, The Stock Exchange of Thailand, Thailand Futures Exchange, Thailand Clearing House, relevant government authorities, and company in regards to trading activities. I agree to strictly comply with all aforementioned laws and regulations applicable to all trading activities and I agree that the Company may inspect and disclose my information to the SEC, The Stock Exchange of Thailand, Thailand Futures Exchange, Clearing House, government authorities, and / or competent authorities.

ลงชื่อ / Signature \_\_\_\_\_

ผู้สมัคร / Applicant

( \_\_\_\_\_ )

\_\_\_\_/\_\_\_\_/\_\_\_\_

ลงชื่อ / Signature \_\_\_\_\_

เจ้าหน้าที่การตลาด / Marketing Officer

( \_\_\_\_\_ )

\_\_\_\_/\_\_\_\_/\_\_\_\_

ลงชื่อ / Signature \_\_\_\_\_

พยาน / คู่สมรส Witness / Spouse

( \_\_\_\_\_ )

\_\_\_\_/\_\_\_\_/\_\_\_\_

ลงชื่อ / Signature \_\_\_\_\_

พยาน / Witness

( \_\_\_\_\_ )

\_\_\_\_/\_\_\_\_/\_\_\_\_

แผนที่ตั้งของลูกค้าที่สามารถติดต่อได้ / Map Showing the Contact Location of Customer





บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน)  
 173 อาคารเอเชีย เซ็นเตอร์ ชั้น 8-10  
 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร  
 กรุงเทพมหานคร 10120  
 ทะเบียนเลขที่ 0107536000293  
 โทร. (662) 658-8888  
 แฟกซ์ (662) 658-8000

**KGI Securities (Thailand) Public Company Limited**  
 173 Asia Centre Building, 8<sup>th</sup>-10<sup>th</sup> Floor,  
 South Sathorn Road, Thungmahamek,  
 Sathorn, Bangkok 10120, Thailand  
 Tel (662) 658-8888  
 Fax (662) 658-8000  
 Website <http://www.kgiworld.co.th>

## Futures Trading Agreement

Made at 173 Asia Centre Building , Floor 8th ,9th,10th,11th South Sathorn  
 Road, Tungmahamek sub-district, Sathorn district, Bangkok 10120

Date .....

This Agreement is made between..... hereinafter referred to as the "Client"  
 on the one part; and KGI Securities (Thailand) Public Company Limited , hereinafter referred to as the "Company" on the other part.

WHEREAS: the Company has registered as a juristic person under the law and obtained the approval from the Ministry of Finance to operate the business of trading  
 and/or agent for Futures Trading within the Thailand Futures Exchange Public Company Limited and elsewhere; and the Client has executed the application for  
 opening Futures Trading account with the Company and agreed to appoint the Company to act as its agent for Futures Trading and the Company has accepted such  
 appointment. Both parties hereby agree as follows:

### 1. Definition

1.1 Unless otherwise defined in this Agreement, the definitions as stipulated in the Derivatives Act B.E. 2546 (2003) as amended from time to time shall apply  
 mutatis mutandis to this Agreement.

### 1.2 In this Agreement,

"Futures Agent" means a person who is given a license to undertake the Futures Agent business in the Futures Exchange and provides or demonstrates to the  
 public that the same can provide the Futures Agent business in Trading Futures with others.

"Underlying Asset" means "Goods" or "Variable" as defined in the Derivatives Act B.E. 2546 (2003) and/or as amended from time to time.

"Futures Exchange" means Thailand Futures Exchange Public Company Limited.

"Clearing House" means Thailand Clearing House Company Limited.

"Futures" means Futures contract under the Derivatives Act B.E. 2546 (2003) and/or as amended from time to time.

"Purchase Order" means a purchase offer under the terms and conditions on Futures Trading stipulated by the Company and/or under the provisions of the  
 Relevant Regulations.

"Sale Order" means a sale offer under the terms and conditions on Futures Trading stipulated by the Company and/or under the provisions of the Relevant  
 Regulations.

"Trading" means a purchasing order or a selling order, the matching of which is confirmed by the Futures Exchange.

"Margin" means Properties stipulated by the Company and requested from Clients as the guarantee for the performance bond of Futures contract and this  
 Agreement.

“**Initial Margin**” means minimum amount of Properties that a Client shall deposit or pay for the purchase or sale of each Futures at the rate or amount stipulated by the Company and/or under the provisions of the Relevant Regulations.

“**Maintenance Margin**” means minimum amount of Properties that a Client shall maintain for the purchase or sale of Futures at the rate or amount stipulated by the Company and/or under the provisions of the Relevant Regulations.

“**Additional Margin**” means any Properties other than Initial Margin and Maintenance Margin that a Client shall deposit with the Company for the purchase or sale of Futures at the rate or amount stipulated by the Company and/or under the provisions of the Relevant Regulations.

“**Client**” means person whose name appears as a Client in the Application to Open Futures Trading Account, including the agent or the authorized person appointed by such Client to sign or place orders for and on behalf of the Client or perform any acts under this Agreement (i.e. take delivery of or deliver any documents) directly.

“**Penalties**” means the Penalties at the rate of..... per annum as may be changed by the Company from time to time and/or under the provisions of the Relevant Regulations.

“**Market Value**” means the value of Futures Trading position calculated from market price of each type of Futures stipulated by Futures Exchange and/or the Company under the provisions of the Relevant Regulations.

“**Clients’ Properties**” means money or other properties deposited by Clients with the Company for their payment of debts and/or as the Margin under this Agreement, together with rights and benefits arising out of such properties.

“**Relevant Regulations**” means the Derivatives Act B.E. 2546 (2003) as amended from time to time, the rules, the regulations, the notifications or orders issued by the SEC or the Office of the SEC or the Futures Exchange or the Thailand Clearing House, together with the laws and regulations applicable to Futures or Underlying Assets as amended from time to time.

“**Fees**” means agency Fees under this Agreement at the rate stipulated by the Company, together with all taxes, stamp duty and other expenses related to Futures Trading.

“**Networking Company**” means the Futures Agent who has entered into the agreement with the Company with respect to the transfer of Clients’ Purchase Order or Sale Order in case there occurs any emergency circumstances to the computer system of the Company.

“**SEC**” means the Securities and Exchange Commission, Thailand.

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

“**Trading Limit**” means the Client’s maximum Futures Trading Limit at a time as approved and stipulated by the Company.

“**Position Limit**” means the maximum open position of all or each type(s) of Futures possessed by a Client at a time as approved and stipulated by the Exchange and under the provisions of the Relevant Regulations.

“**Business Days**” means the day on which the Futures Exchange and the Clearing House operate their business as usual.

“**Related Person**” means a person pursuant to the Notification of the SEC and/or as amended from time to time.

“**Beneficiary from Client’s Futures Trading**” means a person pursuant to the Notification of the SEC and/or as amended from time to time.

“**User Name and Password**” means a personal code of the Client determined by the Company for the purpose of Futures Trading through the internet system and/or other transactions under this agreement.

1.3 The headings as stipulated in this Agreement are for references only and it shall in no way affect the interpretation of each provision in this Agreement.



1.4 This Agreement shall apply to Options also. In this regard, "Options" means Options contract under Derivatives Act B.E.2546 (2003) and/or as amend from time to time

## 2. Opening an Account

2.1 The Client agrees to open a Futures Trading account with the Company in order to place the Purchase Order or Sale Order through the Company and the Company agrees to open such account for the Client at the rate of which does not exceed the Position Limit, whereby the Client consents to comply with the terms and conditions under this Agreement and/or other terms of the Company and the Relevant Regulations and is well informed all risks and liabilities related to Futures Trading pursuant to risk disclosure statement on futures trading. The Client hereby acknowledges that Futures Trading by the Client through the Company in the Futures Exchange shall not in any way create any direct legal relationship among the Client, the Futures Exchange and the Clearing House.

2.2 The Client agrees to appoint and authorize the Company to act as the Client's Futures Agent, to perform any acts in relation to the Futures Trading for and on behalf of the Client, and to perform any necessary acts including to exercise, deny and/or assign the Client's right with respect to Futures and Underlying Assets. The Company is also entitled to appoint any person as its substitute agent or authorize any person to perform all or any acts under this Agreement and this Agreement shall be deemed the power of attorney and the Company hereby consents to such appointment and authorization, whereby the Client agrees that such appointment or authorization shall not be cancelled or revoked, in whole or in part, unless the Client pays debt in connection with this Agreement or other debts owed to the Company in full.

Such appointment and authorization shall include the delegation to the Company for examining and rectifying any other benefits in relation to Futures and Underlying Assets for the Client. Furthermore, the Company is also entitled to exercise the Clients' rights under Futures and Underlying Assets only in the case where it is for the Client's benefit. The Company shall also be authorized to pay Fees and other expenses with respect to Futures Trading and Underlying Assets, to demand, to receive payment of Futures and Underlying Assets' price, to withhold and submit all taxes and to execute any documents or instruments which the Company has arranged for and on behalf of the Client.

The Client accepts that all acts done by the Company for and on behalf of the Client under this Agreement shall be deemed the Client's own acts, whereby the Client shall not repudiate any liabilities or objects to any acts carried out pursuant to this Agreement.

2.3 The Client agrees to pay all Fees under this Agreement, together with other expenses in Futures Trading (i.e. bank's clearing Fees) to the Company within the period of time and at the rate specified by the Company and/or under Relevant Regulations.

In case the Client pays all Fees and expenses under this Agreement by cheque, the payment shall be deemed duly made only after such cheque is honored. If there occurs any change in the rate of Fees or of other expenses owed by the Client, the Client hereby agrees to pay at the new rate.

2.4 The Application to open Futures Trading Account, the risk disclosure statement with respect to Futures Trading, the forms of which are in Attachment, other documents related to Futures as stipulated by the Company, and other documents signed by the Client and/or submitted to the Company shall also form the part of this Agreement.

2.5 The Client hereby represents that all information disclosed to the Company is true and correct in all respects. If some information given to the Company appears to be false and may materially affect the terms and conditions under this Agreement, the Company is entitled to carry on with the procedures in Clause 6 and/or to consider that the Client is in breach of this Agreement.

2.6 In case where the Client is in default or breaches any immaterial terms and conditions under this Agreement, the Company may in writing waive and allow the Client to remedy such default or breach within the specified period or in accordance with certain specific conditions. Any waiver under this clause shall not be regarded as waiver of the Company to call for any rights that the Company may have with the Client relating to any other default or breach of this Agreement. The Company still reserves all the rights in every case.

The Company has absolute discretion to determine if any clause in this agreement is material or not.

2.7 If the Client is in default or breaches any terms and conditions under this agreement or in case the Client does not pay debts and/or Fees or other expenses which are due or the performance of which is duly demanded by the Company, the Client hereby consents to pay all debts, including the expenses, in demanding, instituting the court proceedings and the reasonable attorney fees and the Client consents to be considered that the same is owed as debt obligations under this Agreement and must pay the Penalties to the Company as from the due date until the Company receives the payment in full.



### 3. Trading, Trading Limit and Position Limit

- 3.1 The Client agrees to provide Client's Properties as Margin to be deposited with the Company in order for the Futures Trading under this Agreement. The value of such deposited Margin shall not be less than the value or the rate as prescribed by the Company prior to each Futures Trading. In this regard, the Client acknowledges and agrees that the Company may allow the Client to trade on Futures without a prior Margin deposited with the Company upon the Company's sole discretion and in accordance with rules and regulations as prescribed in the Relevant Regulations.

For the purpose of determining the Trading Amount and the Position Limit of the Client under this Agreement, the Company may aggregate all accounts of the Client, Related person and Beneficiary from Client's Futures trading opened with the Company in order to calculate and determine the Position Limit.

The Company can at its own discretion and without consent from the Client increase or reduce the Trading Amount and/or Position Limit of the Client. Furthermore, the Company has the right not to proceed with any Trading, the amount of which exceeds the Client's Trading amount and/or Position Limit, whereby the Client agrees that the Company may not proceed with such Trading and shall not object or claim for any damages against the Company.

- 3.2 In order for placing Purchase Order or Sale Order under this Agreement, the Client understands types of Purchase Order or Sale Order and conditions of such orders prescribed by Futures Exchange and/or the Company. In this regard, the Client may place Purchase Order or Sale Order either verbally or in writing, via electronic means, or any other means under the laws, customary practice that the Members of Futures Exchange currently applies with terms and conditions as specified by the Company or any other means as approved by Futures Exchange.

In case where the Client place Purchase Order or Sale Order verbally, the Client may place order in person at the trading room of the Company or over the telephone, facsimile, or via the computer system or any other communication system. In this regard, the Client agrees that any documents, electronics information that is recorded by the computer and/or the tape recording records Client's order prepared by the Company is a valid evidence against the Client under the provisions of the Relevant Regulations.

In case where the Client places Purchase Order or Sale Order over the telephone, the Client agrees that the Company may record such Purchase Order or Sale Order conversation over the telephone in order for the Company to keep such record of conversation as evidence for the Company's operation pursuant to this Agreement.

The Client agrees and acknowledges that the Company has the duly right and power to refuse Purchase Order or Sale Order made by the Client without giving any reason thereof and the Company shall not be liable to the Client for any damage arising from the refusal of such orders.

- 3.3 In case the Client wishes to transact the Futures Trading through the internet system, the Client agrees as follow:

3.3.1 When the Company has approved the opening of an account of Futures Trading through the internet system for the Client, the Company shall inform the Client of the User Name and Password. The Client shall change its User Name and Password immediately in order to prevent other persons to have access thereto. The Client shall also keep his/her User Name and Password confidential including procure any measure to prevent other persons to have access to or use his/her user Name and Password. The Client agrees and acknowledges that in case any person uses his/her User Name and Password to make orders for Futures Trading or search for Information in the internet system or the Futures Trading system and/or perform any other acts due to the use of his/her User Name and Password, the Client agrees to be bound and be liable for all consequences and damages incurred as if the Client has performed by himself/herself in all respects.

3.3.2 The Client understands and acknowledges of risks which may arise from the Futures Trading through the internet system such as any loss of information during transmission process, any delay of information transmission or inability of information transmission including any interruption of network and any error of information received due to the restriction of the internet system usage. In case of any damage arising from, the Client agrees not to claim for any damage against the Company.

- 3.4 For the Futures Trading, the Client acknowledges and consents that the Company may trade Futures with the Client as Client's counterparty. In this regard, this Agreement shall be deemed to be a written consent of being a party in such transaction and the Company has no duty to inform the Client from time to time except the duty stipulated by law or Relevant Regulations.

- 3.5 Unless specified in the Purchase Order or Sale Order by the Client, the Client is bound by Purchase Order or Sale Order upon making an order or deemed



making an order. In case where the Company is unable to undertake all or part of the Futures Trading as per Client's order, part of an order that cannot be undertaken shall be cancelled upon the end of the period as specified in an order or as prescribed under the Relevant Regulations.

If the Company undertakes all or part of Client's order, the Client agrees to be bound by the consequence of such Futures Trading in all respects and in case the Company is unable to undertake all or part of the Futures Trading as per requested by the Client, the Company shall not be liable for any loss or damages incurred to the Client.

- 3.6 The Client shall notify the cancellation or change of Purchase Order or Sale Order, either in whole or in part, to the Company before such Purchase Order or Sale Order is executed. Cancellation or change of order shall be in effect upon confirmation from the Company. Such cancellation or change of order shall not affect any action of the Company prior to the completeness of the cancellation or change of order.
- 3.7 The Client shall be liable to review the Purchase Order and the Sale Order within the trading day. If it appears to the Client that there is a mistake or inaccuracy in the Purchase Order or Sale Order, the Client is required to refute the correctness and completeness of such confirmed Order with the Company within such trading day in written or over the phone through the Company's number that the tape recorder is provided. Otherwise, it is deemed that the Client accepts such order or Futures Trading to be true, correct and complete, and the report of the Futures Trading transactions that the Company sends to the Client under Clause 3.12 is correct and complete.
- 3.8 If the Trading position in Client's account exceeds the Position Limit, the Client agrees and accepts that the Company will close-out Client's Trading position until Client's Position Limit is in accordance with criteria as prescribed by the Company.
- 3.9 The Client accepts that each Futures Trading is the Client's own decision. Any information, news, or recommendation as to Futures Trading from any of the Company's officers shall not bind the Company, and that the Company shall not be responsible in all respects, except it is willful or gross negligence of the Company or default of the Company or in contradiction to the provisions of the Relevant Regulations.
- 3.10 If the Client does not undertake Futures Trading in any of the accounts opened with the Company and does not retain Futures Trading position in the account for a period of 6 months or more or for a period as prescribed by the Company, the Client agrees to pay the Fees for account maintenance to the Company at the rate prescribed by the Company without prior notice to or consent from the

Client. The Company reserves its right to terminate this Agreement and close all Clients' account opened with the Company and the Client shall not claim for any damages against the Company.

The Client agrees that the Company has the right to apply cash in the Client's Futures account to settle the Fee for account maintenance under the first paragraph without consent from the Client.

- 3.11 The transfer of Client's Position shall be in accordance with the rules prescribed by the Company and under the provisions of the Relevant Regulations.
- 3.12 The Company shall inform in writing the Futures Trading and status and monetary fluctuation of the Client on the following Business Day as from the date of the transaction.

In case there is a request from the Client, the Company shall prepare the report on Futures Trading to inform the Client of the amount of Client's open positions, Margin, status and monetary fluctuation, whereby the Client can examine such information at the Company and/or from other sources as made available during working hours by the Company under the provisions of the Relevant Regulations.

#### 4. Margin

- 4.1 The Client agrees to deposit Margin with the Company for the purpose of Futures Trading in accordance with Relevant Regulations as prescribed by the Company.
- 4.2 The Client is required to deposit Margin with the Company in the amount and at the rate not lower than the Initial Margin under the terms and the period as prescribed by the Company.



- 4.3 The Company will calculate the value of Futures contracts in Client's account and adjust the Margin value deposited with the Company in order to be in accordance with actual Market Value as prescribed under the Relevant Regulations at least by the end of each Business Day or as prescribed by the Company.
- 4.4 The Client agrees to maintain account equity in the amount and at the rate not lower than the Maintenance Margin under the terms and the period as prescribed by the Company.

If the aggregated amount or rate of Client's account equity is lower than the Maintenance Margin at the end of any Business Day, the Client is required to deposit additional Margin or close-out all or part of the Client's Futures in order that the amount or rate of the Margin in Client's account is equal to or higher than the Initial Margin within the period as prescribed by the Company.

- 4.5 Under the provisions of the Relevant Regulations, the Company may request the Client to deposit Additional Margin with the Company for each contract month and each type of Futures and the Client has the duty to deposit Additional Margin in the amount, rate or value and within the period specified by the Company.
- 4.6 The Client may withdraw his/her Margin so deposited with the Company if it appears that the amount or rate of the deposited Margin is higher than the Initial Margin. The Client may withdraw the said deposited Margin upon the rules and procedures as prescribed by the Company.
- 4.7 In case the Company finds at any time during the trading hours that the Client's account equity is equal to or lower than the liquidation margin level stipulated by the Company, the Client agrees that the Company has the right to close-out all or part of Client's open position without consent from the Client. If the Company does not exercise the right to close-out, the Client has no right to take any claim against the Company for this regard.

## 5. Client's Properties

- 5.1 The Client agrees to designate the Company to manage and take care of Client's Properties as well as any other rights which may arise from Client's Properties. The Client fully understands and acknowledges that, with respect to such designation, in case where the Company itself retains Client's money during the process of separation of Client's Properties pursuant to Clause 5.4 and if the Company faces financial difficulties, such Client's money deposited with the Company will not fall within the scope of protection of the Financial Institutions Development Fund.
- 5.2 The Client agrees and accepts that Client's Properties received by the Company shall be segregated from the Company's account. Individual Client accounts are not separated from each other within the said Client's segregated account.
- 5.3 The Client agrees that the Company is empowered to deduct Client's Properties in Client's account and/or order the payment of money from such Client's account in the following circumstances:
- (1) for Client's Futures Trading;
  - (2) for cash settlement or physical delivery with respect to the expiration of Futures and/or relating to the exercised, denied and assignment of any rights under Client's Futures ;
  - (3) to be used as a Margin or for the adjustment of Margin status;
  - (4) to repay Fees and/ or any other expenses relating to Client's Futures Trading and/or relating to the exercised, denied and assignment of any rights under Client's Futures ;
  - (5) to pay debts and Penalties in case the Client is in default under this Agreement; and
  - (6) any other circumstances as prescribed in Relevant Regulations.

- 5.4 The Company agrees to separate all Client's Properties so received or to be received for the purpose of Futures Trading in order to manage, take care of and retain Client's Properties in accordance with the Relevant Regulations as follows:



(1) Cash:

The Company will itself retain cash in a separate account, deposit such cash amount with commercial bank or invest in promissory notes issued by financial company or securities company, provided it is expressly and clearly specified that Company did so for the interest of the Client, or any other means in accordance with Relevant Regulations and /or as prescribed by the Company. **If the Company faces financial difficulties, such Client's money deposited with the Company will not fall within the scope of protection of the Financial Institutions Development Fund.**

(2) Securities:

The Company will itself retain such securities in the manner that it can be identified that the securities are Client's Properties, or deposit with the Thailand Securities Depository Company Limited, or elsewhere in accordance with Relevant Regulations and/or as prescribed by the Company.

(3) Other Properties:

The Company will itself retain such other properties and separate such Client's Properties in the manner that it can be identified that such other properties are Client's Properties in accordance with Relevant Regulations and/or as prescribed by the Company.

5.5 Subject to the terms and conditions under the Relevant Regulations, the Company is entitled to take Client's Properties for investment on Client's behalf. In this regard, the Company agrees to pay return on investment of Client's Properties from deposit, investment in promissory notes or any other investment with the rate not exceeding the return or benefit that the Company actually receives from such investment. The Company further agrees to pay return on investment of Client's Properties to the Client within the period as prescribed from time to time by the Company.

5.6 The Client agrees to pay the Fees to the Company for return on investment of Client's Properties that the Company manages or takes care of for the Client at the rate and within the period as prescribed by the Company from time to time.

5.7 The Client is required to submit its intention to withdraw any property for each withdrawal of Client's Properties. Such notice shall be made to the Company in writing within the period prescribed by the Company in advance. Withdrawal of Client's Properties shall not exceed the actual amount of Client's Properties after net Client's all obligation and other expenses and such withdrawal of Client's Properties shall not cause the amount or rate of Client's Margin to be lower than the Initial Margin and comply with the Relevant Rules and Regulations

5.8 The Company shall not do any act which may result in the creation, change, transfer, reservation, or suspension of the right of the Client in the property without or not in accordance with an order or consent in writing of the Client except as otherwise prescribed under the law or as otherwise prescribed under this Agreement.

5.9 In case the client requests the Company to undertake any action to take money so received to be used for the benefit of another client or for the benefit of another person, the Client shall make such request in written to the Company. However, the Company reserves the rights to make discretion to undertake any action under Client's instruction

6. **Event of Default**

6.1 If any of the following circumstances occurs, all of the Client's debts and obligations relating to the Futures Trading become immediately due and payable, the Company is entitled to immediately liquidate Client's Futures open positions and deduct any losses, fees, costs and expense that arising from the default from Client's account:

(1) death of the Client, the Client becomes incompetent, quasi-incompetent, insolvent, the Client is ordered by the court to be under the property injunction, becomes bankrupt or the court accepts the petition for rehabilitation of the Client;

(2) in case of any incident that may reasonably appear to the Company that the Client will not be able to repay losses, fees, costs, and expense of the Futures Trading such as the hiding, selling, disposal of, transfer of all or part of Client's Properties or entering into any agreement with Client's creditor to repay or compromise any debt with the Client;

(3) the court or governmental sector has an order or decision that the Client repays its debt or that Client's Properties, either all or part of property be forfeited or garnished;



- (4) the Client is in default under this Agreement to pay any amount due and owing;
- (5) the Client fails to remedy the failure to comply with his/her obligation or any terms and conditions under this Agreement within the period specified in Clause 2.6.
- (6) any representation or warranty conducted or provided by (or deemed to be conducted or provided by) the Client under this Agreement or in any notices or other documents made or delivered by the Client pursuant to or in connection with this Agreement is materially untrue or incorrect;
- (7) any license in connection with Client's business is revoked, cancelled, suspended or terminated without renewal and such events have materially adverse affect on Client's undertakings under this Agreement;
- (8) any debt of the Client becomes due and owing prior to the date of maturity, or may be due prior to the date of maturity, or is not paid upon due date, or in the case of guarantee, no payment is made upon due date or the person guaranteed by the Client is in default and such default may constitute a claim pursuant to the guarantee agreement against the Client, or the Client is in default or breaches the provisions relating to such debt except for commercial debts or any provisions relating to such commercial debt;
- (9) the receiver or the executing officer or similar officer is appointed to undertake all or major part of Client's business or assets or there is an execution order executed with all or major part of assets of the Client or executed with all or major part of assets of the Client which is provided as a guarantee to any person;
- (10) in case the Client is an object of a bankruptcy claim or any person files a bankruptcy petition against the Client and the Client is unable to cure such claim or petition to meet with the Company's satisfaction within 45 (forty five) days from the date of filing such claim or petition;
- (11) the Client convenes a meeting of his/her creditors in general or makes an offer to compromise or compromises with creditors in general or assigns his/her rights for the benefit of creditors in general;
- (12) Once there occurs a circumstance or circumstances and may have materially adverse affects on Client's undertakings under this Agreement regardless of whether such circumstances are related to each other or not.

6.2 Notwithstanding any other terms and conditions under this Agreement, if

- (a) the Client conceals or omits any facts provided for under this Agreement, either in whole or in part;
- (b) the Client refrains from or is not complying with any material clause of this Agreement;
- (c) the Client is in default to deposit Margin or liquidate Client's Futures under the terms and conditions specified in Clause 4;
- (d) the Company as it reasonably deems appropriate or in order to prevent and stop false trading, inappropriate trading , avoiding or violating the law;
- (e) the Company complies with the order of Clearing House, Futures Exchange or the Office of the SEC;

Then, the Client agrees that the Company may undertake any of the following acts without consent from the Client :

- (1) refuse Client's Purchase Order or Sale Order except if such Purchase Order or Sale Order is intended for the purpose of liquidating the Futures;
- (2) cancel all Client's pending Purchase Order or Sale Order;
- (3) reduce or limit the Trading Limit or Position Limit of the Client;
- (4) liquidate all or part of Client's Futures immediately;



- (5) net or take hold of the asset or any other benefits of the Client's collateral hold by the Company and/or deduct Client's account or enforce the repayment of debt from the Client's account opened with the Company, either in whole or in part;
- (6) demand for the Penalties for default to deposit Margin or default to pay any amount due, fee and/ or any other expense or the amount that is in default or the Fee which the Client must pay under this Agreement ;
- (7) close all Client's account for the purpose of liquidation and repayment of all Client's obligations;
- (8) terminate this Agreement and call for all payment to be due and payable.

6.3 Such liquidation of Futures position and deduction of Client's account can be used not only for the purpose of repaying Client's debt and obligations under the Futures and this Agreement but also in order to repay penalties, Fees arising from the Futures Trading under this Agreement. If after such liquidation or deduction, there is still an outstanding amount owed to the Company by the Client, the Client shall be responsible for such outstanding amount together with penalties until the outstanding amount is paid to the Company in full. On the other hand, if after the liquidation and deduction of account, there is an outstanding amount available in Client's account, the Company agrees to return such amount of money in Client's account to the Client without any interest.

For the purpose of deducting client's account derived from the transaction under the first Paragraph, the Client agrees to allow the Company to withdraw or transfer or take any other necessary actions to apply cash and/or any other assets of the Client in Securities or Debt-Instrument Trading account that the Client opens with the Company to settle the debts owed to the Company without consent from the Client. and it shall not be deemed that the Company violates or is in default of the agreements related to such Securities or Debt-Instrument Trading account

6.4 In case the Company is unable to or cannot liquidate Futures position under this Agreement or Relevant Regulations, the Client agrees that such Futures/Trading position can be liquidated by the Office of the SEC, Futures Exchange, Clearing House or any person delegated by the Company.

**For the purpose of liquidating Client's Futures position under this Clause 6, "Client" means the Client and Beneficiary from Client's Futures Trading.**

6.5 In case the Client commits any "Predicate offense" under Anti-Money Laundering Act of B.E.2542 and/or Royal Decree , Ministerial Regulation, Rule and Notifications in accordance with this Act ( hereinafter referred to as "Anti-Money Laundering Law"), the Client agrees that the Company is entitled to freeze the relationship with the Client by without giving any prior written notice. In this regard, the Company is entitled to proceeds any action under Clause 6.2 (1)-(8) of this Agreement and/or to perform any action as stipulated in the Anti-Money Laundering Law and/or Relevant Regulation.

## 7. Settlement

Cash settlement or physical delivery of the Futures contract shall be conducted in accordance with Relevant Regulations.

## 8. Liabilities and Remedies

8.1 The Client agrees to be liable for all damages and any expenses which may occur to the Company arising from or relating to this Agreement, any action or refraining from doing any action of the Client or Client's agent as well as all damages or any expenses which may incur to the Company arising from or relating to claim or legal disputes made by other third party against the Company under this Agreement, provided that such damages or expenses shall not be a course of action or refraining from doing any action of the Company, the Company's officers or employees, either willfully or negligently, in any manner.

8.2 In case of unavoidable circumstances, emergency, or any other interruption incurred to the Company's computer system, the Client agrees that the Company may undertake to place Client's Purchase Order or Sale Order through its Networking Company in order to match Purchase Order or Sale Order in Futures Exchange accordingly.

8.3 The Client agrees that the Company shall not be liable for any loss and/or damages incurred to the Client in case of fire, storm, strike, chaos, protest, war, control by governmental action, false or mistake in delivering information and false or mistake relating to communication network system or delay derived from



third party or the Company's communication network, electricity or electric device interruption, or any other unavoidable circumstances that affect the Company's business operation, etc. provided, however, that such damages shall not be caused by willful or material negligent action of the Company, the Company's officers or employees.

**9. Risk Factors**

9.1 The Client thoroughly reads through the risk disclosure statement relating to the Futures Trading as per Attachment and fully understood as to the Futures Trading, mechanism and practice of Futures Trading, deposit of Margin, risk factors, damages which may arise or incur from the Futures Trading and Relevant Regulations as well as rights, duties and responsibilities of relevant party under this Agreement. The Client is further informed that execution in such risk disclosure statement is deemed to be an approval and acknowledgement that the Client thoroughly read and well understood the entire content of such risk disclosure statement.

9.2 The Client is informed by the Company that the Futures Trading is a transaction involving high risks due to the fluctuation of price of Futures contract and Underlying Asset derived from potential changes or amendment of Relevant Regulations as well as the change of tax and duties. Furthermore, the Futures Trading involves a minimal amount of Initial Margin compared to the value of the Purchase Order or Sale Order. A slight change or fluctuation of price of the Futures may impact the value or amount of Client's Margin or the Client may even be required to put additional Margin for the different amount which may have both good and bad impact on the Client. The Futures Trading, therefore, may cause the Client to lose his/her Initial Margin and all additional Margin. In case where the change or fluctuation of price of the Futures adversely affects Client's position or additional Margin is required, the Client may be requested to deposit additional Margin in order to maintain the Futures position. Should the Client fail to deposit additional Margin so requested within the specified period, Client's Futures position may be liquidated and that the Client shall be responsible for any lost amount.

**10. Others**

10.1 The parties shall be bound by this Agreement without a specified period of time. If one of the parties wishes to terminate this Agreement, the same shall inform the other party in writing for no less than 7 days in advance. The termination of this Agreement shall not affect the parties' rights and duties occurring prior to the effective date of such termination.

In case of the termination of this Agreement, the Client agrees that the Company is entitled to close-out Client's Futures Trading position as the Company deems appropriate and the Clause 6 in this Agreement shall apply mutatis mutandis.

10.2 In case of any change as to the Client's data in details of the Client under this Agreement, the Client agrees to inform the Company of such change in writing immediately and the Company shall not be liable to any damage arising from the non-compliance to such terms by the Client.

10.3 The notice to the Client under this Agreement shall be deemed duly received by the Client if it is made in writing to the address specified in this Agreement or via electronic mail address provided by the Client to the Company or it is informed to the Client via the telephone or facsimile number given to the Company, regardless of whether the Client receives such notice by him/herself or another person duly receives the notice for the Client and the Client shall in written inform the Company of any change as to the Client's address, electronic mail address or telephone or facsimile number immediately.

10.4 Subject to the provisions of the Relevant Regulations, the Client hereby gives consent to the Company to disclose all or any part of information on the Client's Futures position, portfolio status, Futures transactions and/or information in connection with Futures Trading, which is possessed by the Company in any sources of format, including but not limited to documents, recordings and/or electronics media to the SEC, any governmental agency, the Futures Exchange, the Clearing House, the Company's legal advisor, the Company's auditor and the Company's affiliate, parent company and the Company's subsidiary and to disclose such information as required by laws or by any court order, which includes the examination of the Client's data, the compliance of law on credit data and law on anti-money laundering.

10.5 The Client agrees not to blame, claim, file a lawsuit or undertake any acts against the Company for any damage incurred by the Client from the act or the omission of others who are out of the Company's control.

10.6 No failure of the Company to exercise or the partial exercise of any rights, authority or privileges in respect of any provisions under this Agreement shall operate as a waiver of such rights, authority or privileges.

10.7 The Client has duly acknowledge and understand the Relevant Regulations, together with the Company's terms and conditions in Futures Trading, Futures Trading through the internet system and the Client shall strictly comply with such Relevant Regulations and terms and conditions, including the amendments thereto.



- 10.8 Unless otherwise stipulated by the Company, in case the laws, notifications, rules or regulations as mentioned in Clause 10.7 are amended after the date of execution of this Agreement, the parties agree to comply with such amended laws, notifications, rules or regulations.
- 10.9 The Company reserves the right to amend any conditions hereof as the Company deems appropriate without consent from the Client. In this regard, the Company shall inform the Client of such amendment and the Client agrees to strictly comply therewith.
- 10.10 This Agreement shall be governed by the Laws of the Kingdom of Thailand. In case of legal disputes between the Company and the Client arising from or relating to the Futures Trading under this Agreement, the Client is entitled to solve the legal disputes by submitting a complaint to the Office of the SEC in order for such legal dispute to be settled by the Arbitration accordance with the criteria and procedures as prescribed under Relevant Regulations.
- 10.11 Apart from the provisions in this Agreement, the parties also agree to be bound by the Relevant Regulations and trading practices in Futures and Securities trading.
- 10.12 If any such provision is or becomes void or unenforceable, the parties agree that the remaining provisions of this Agreement shall be valid and enforceable between the parties.
- 10.13 The Client hereby gives consent to the Company to instruct the Bank to debit the Client's bank account for any payment in whole or in part of debt and/or obligations in relation to the Future Trading of the Client or any transactions regarding to derivative product, equity product, fixed income product and/or unit trust product owe to the Company on the signing of this Agreement or which will be arise in the future. In the regard, the Company has its sole discretion as the Company deem appropriate for such bank account debit instruction by without any prior consent from the Client.
- The above authority is including but not limited to the debit of bank account for any payment of fees, taxes, duty, interest, fine, purchase price / subscription, expenses, to submit the property as the collateral in the account or to create / add up purchasing power and/or other debt and obligations in which due or shall become due. In case of any change to such bank account number, the Client hereby agree that this authority shall be in full forced and effect in accordance with such change also.
- In this regard, the Client hereby agrees to waive its right to claim against the Company for any act duly performed hereunder by the Company in all respects.
- 10.14 The Client confirms that at the time of execution of this Agreement the Client has a totally sound mind and has read and understood the contents of the Agreement thoroughly and has no any objection. In this regard, the Client agrees absolutely not to raise the ignorance or unintelligible contents of any page hereof against the Company hereafter.

Both parties have read and understood the contents of Risk Disclosure Statements and Futures Trading Agreement hereof thoroughly and found that they are consistent with their intentions in all respects and thereby signed their names hereunder having legal binding upon the agreement in every page in the presence of witnesses on the day and year first above written.



In signing this application, I accept and acknowledge that the above information is true in all respect and if there are any changes, I will immediately notify in writing. I understand and know all relevant laws, rules, regulations, and notification of the SEC of Thailand , the Office of the SEC of Thailand, Thailand Futures Exchange, Thailand Clearing House, relevant government authorities, and company in relation to derivatives trading. In this regard, I agree to strictly comply with laws and regulations applicable to derivative trading and I agree that the Company may inspect and disclose my information to the SEC, government authorities, Thailand Futures Exchange, Thailand Clearing House and/or competent authorities.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Marketing Officer Signature

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
KGI Securities (Thailand) PCL

\_\_\_\_\_  
Date (dd/mm/yyyy)





บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน)  
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ทะเบียนเลขที่ 0107536000293  
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**KGI Securities (Thailand) Public Company Limited**  
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Fax (662) 658-8000  
Website <http://www.kgiworld.co.th>

## Risk Disclosure Statement on Futures and Options Trading

The Company has informed risks which may arise from Futures and Options Trading as follows:

### 1. Futures Contracts

1.1 A futures contract is a standardized contract to buy or sell an underlying assets at a certain date in the future, at a pre-set price. To exit the commitment, the holder of a futures position has to sell his long position or buy back his short position, effectively closing out the futures position and its contract obligations. Both parties of a futures contract must fulfill the contract on the settlement date. The seller delivers the commodity to the buyer, or, if it is a cash-settled future, then cash is transferred from the futures trader who sustained a loss to the one who made a profit. To exit the commitment prior to the settlement date, the holder of a futures position has to offset his position by either selling a long position or buying back a short position, effectively closing out the futures position and its contract obligations.

1.2 Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

### 2. Options Contracts

2.1 An option is a contract between two parties giving the buyer the right, but not the obligation, to buy or sell an underlying asset at a predetermined price on or before a predetermined date. To acquire this right the buyer pays a premium to the seller of the contract.

Call options give the buyer the right, but not the obligation, to buy an underlying asset at a predetermined price on or before a predetermined date. Put options give the buyer the right, but not the obligation, to sell an underlying asset at a predetermined price on or before a predetermined date. The buyer of a put is only required to deliver the underlying assets if they exercise the option.

The buyer can exercise the option and trade the underlying assets. An option whose underlying entity is a physical good or commodity. When that option is exercised by its owner, there is delivery of that physical good or commodity from one trading account to another. Or underlying entities are exercisable at expiry into a cash payment. Cash settlement amount is the difference between the exercise price of the option being exercised and the exercise settlement value of the underlying asset on the day the asset is exercised.

2.2 Once the buyer has an open position they have three alternatives. A). the buyer can close out their position by writing an option in the same series as originally taken. B). the buyer can exercise the option and trade the underlying assets. In the case of index options are only exercisable at expiry into a cash payment. C). the buyer can hold the option to expiry and allow it to lapse. In taking the right to buy or sell underlying asset, the taker pays premium. This premium represents the maximum possible loss on the option for the taker.

The seller of an option also has three alternatives. A). Close out the option by taking an identical option contract with another party prior to the expiry. B). the seller can hold the option to expiry and will be exercised against and have to deliver the underlying assets at the exercise price. In the case of index options are only exercisable at expiry into a cash payment. C). the seller can hold the option to expiry and allow it expires worthless. Option writers earn premium for selling options.

The premium of the long option will show up as a debit in buyer trading account. This value is the maximum loss you risk by purchasing an option. The premium of the short option will show up as a credit in seller trading account. In most cases, Sellers are anticipating that the short option will simply expire worthless on



the expiration date so that seller can keep the premium received. The premium amount is the maximum profit you can receive by selling a put option. If the underlying asset goes against the expected move, the option will most likely be assigned. The option seller then has an obligation to exercise. So regulator will require payment of margins to ensure the obligations of the option seller to the market are met.

### 3. Another Risks and more details about futures and options trading

3.1 Futures trading is an investment involving high risks. The Client may face unlimited loss. Therefore, before making decision to trade Futures, the Client should study and understand the Futures Trading thoroughly. The Client shall prior regard objective of the investment and his/her financial status. Before investing in Futures, the Client shall understand the terms and contract specifications, such as, underlying asset and contract size, minimum price fluctuation, expiration date, procedures of cash settlement or physical delivery and calculation of settlement price.

In the case of option contracts, the Client should study and understand the options trading thoroughly. The Client shall understand the terms and contract specifications, such as, types of option, strike Price, settlement Method and position Limit. Before investing in Options, the Client shall carefully assess investment objectives, financial resources and all other relevant considerations.

3.2 Before investing in Futures and Options trading, The Client shall ask broker about commission rate, fee, tax and all other relevant expenses. All expenses become client's cost in trading. They will affect the return and making decision. There are no any rules about commission rate from TFEX and SEC.

3.3 The open position in Futures and Options Trading shall be marked to market to reflect profit or loss from each trading day. The Client's loss will cause decrease of Initial Margin. If Client's account equity is below Maintenance Margin, the Agent may call additional Margin in order that Margin would be equal to Initial Margin. In case the Client does not provide additional cash within the period specified, the Agent may close-out Futures position of such the Client and such Client shall be responsible for the loss.

In addition, the agent may set level of Force Close Margin. If Client's account equity is below Force Margin Margin, the Agent may call additional Margin in order that Margin would be equal to Maintenance Margin within the period specified. In case the Client does not provide additional cash within the period specified, the Agent may close-out Futures position of such the Client and such Client shall be responsible for the loss.

For Futures Trading, the position of Futures of each Client or related person shall be limited. Such position limit shall be specified by the Futures Exchange. In case Client's position exceeds the limit specified by the Futures Exchange, the Agent shall close-out such position in order to be in accordance with the limit specified by the Futures Exchange, including in any other case to comply with the law. In case Client's position reaches the level specified by the Futures Exchange or other regulatory agency (large trader report), the Agent shall submit the report indicating names of Client having large open position as prescribed within the specified period. Provided that open position of related persons of such client shall be included.

3.4 Client should ask the Company with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract). Under certain circumstances the specifications of outstanding contracts may be modified by the exchange or clearing house to reflect changes in the underlying interest. Suspension or restriction of trading and pricing relationships: Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

3.5 Risk-reducing orders or strategies: The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" positions may be as risky as taking simple "long" or "short" positions.

3.6 TFEX, TCH or SEC may give an order to the Agent in order to limit client's position. They also may prohibit clients for making a new contract, closing trading account and closing client's position. Such an action will be used when a. trading (may) is distorted or disturbed b. clients (may) break the rules c. clients may not inform or provide the correct information d. clients (may) make a misunderstanding to TFEX, TCH or SEC.

SEC may give an order to TFEX or TCH in order to stop trading, limit position or close out position of clients. The reasons are a. to protect the financial market and economics. b. In addition, to maintain the stability of trading system and to protect the financial security of the market.

3.7 If there is a reasonable ground to believe that Client's portfolio will be unstable, the Company may request the Client from time to time to provide additional Margin more than once in any certain trading day.

3.8 Futures trading through computer system involves risk in that operation of computer system both hardware and software may be interrupted which may result in the Company being unable to place all or part of Client's order.



- 3.9 Futures trading involve both risks and gains from the fluctuation and change of price of underlying asset which may rise or fall from Client's expectation. The Client; therefore, should observe other relevant domestic and international circumstances, change of international trade policy which may affect the price, technical or academic research or analysis necessary or useful to the Client in order to reduce or lessen risks. Thailand futures exchange is devoting itself in futures market development and the risk management system is implemented to ensure market integrity which may result in a series of rules and regulations being promulgated to efficiently support the development of futures market. As such, the Client should always be aware of and observe such relevant information from the Company, Thailand Futures Exchange and Thailand Clearing House.
- 3.10 According to the rules from SEC. When clients open an account with agent clients must inform the beneficiary and related person. In case the client does not clarify such information, clients will get the penalty as SEC's rule.
- 3.11 This risk disclosure statement does not cover all of the risk factors or significant issues which may arise apart from risks relating to the Futures Trading. In considering the risk factors, the Client should only enter into the transaction upon understanding the nature of the Futures, legal obligations, legal implications arising from the investment, and the legality of the risks involved. Futures Trading is of an investment nature which may not be suitable to certain groups of investors. The Client should carefully consider as to whether the Futures Trading is a suitable investment by taking into account its own investment experience, objectives of Futures Trading, financial status, and other relevant factors.

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**Client Signature**

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**Date (dd/mm/yyyy)**

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**Marketing Officer Signature**

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**Date (dd/mm/yyyy)**





บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน) **KGI Securities (Thailand) Public Company Limited**  
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Fax (662) 658-8000  
Website <http://www.kgiworld.co.th>

## Letter of Consent

Date: \_\_\_\_\_

To: KGI Securities (Thailand) Public Company Limited

173 Asia Centre Building , Floor 8th ,9th,10th,11th South Sathorn Road ,Thungmahamek sub-district ,  
Sathorn district , Bangkok 10500, Thailand

I hereby consent that KGI Securities (Thailand) to take my properties for investment and/or deposit, subject to the terms and conditions under the applicable regulations, with a financial institution which is affiliated to KGI Securities (Thailand). I further agree not to take any claim against KGI Securities (Thailand) for damage or loss arises from the aforementioned investment or depository.

This consent remains valid until my written instruction to revoke this letter of consent is given to KGI Securities (Thailand).

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Date (dd/mm/yyyy)





บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน)  
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ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร  
กรุงเทพมหานคร 10120  
ทะเบียนเลขที่ 0107536000293  
โทร. (662) 658-8888  
แฟกซ์ (662) 658-8000

**KGI Securities (Thailand) Public Company Limited**  
173 Asia Centre Building, 8<sup>th</sup>-10<sup>th</sup> Floor,  
South Sathorn Road, Thungmahamek,  
Sathorn, Bangkok 10120, Thailand  
Tel (662) 658-8888  
Fax (662) 658-8000  
Website <http://www.kgiworld.co.th>

## Personal Information Change Request Form

Date \_\_\_\_\_

As I \_\_\_\_\_ (“Client”) have opened any Securities trading account with KGI Securities (Thailand) Public Company Limited (“Company”) and addressed personal information with the company, I hereby would like the company to change, correct, and update my personal information such as name, surname, present address and/or address that can be reachable including other related personal information which mentioned in other Securities trading a/c contracts to be the same as my personal information that I had informed in Securities trading account no \_\_\_\_\_ date \_\_\_\_\_

Regarding to my request in this form, I hereby agree and accept that in case the company has proceed according to my will and if such action incurred any mistake or damage to me or other person related to me, I agree to be bound and be liable for all consequences and damage incurred.

\_\_\_\_\_  
Client Signature

### Remark

Please attach copy of government document if name or surname changed.



**KGI Securities (Thailand) Public Company Limited**



บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน)  
 173 อาคารเอเชีย เซ็นเตอร์ ชั้น 8-10  
 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร  
 กรุงเทพมหานคร 10120  
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## Power of Attorney

Date: \_\_\_\_\_

I, We \_\_\_\_\_ residing at \_\_\_\_\_  
 Trok/Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-District \_\_\_\_\_  
 District \_\_\_\_\_ Province \_\_\_\_\_ hereinafter referred to as  
 "the Grantor" given this document an authority to \_\_\_\_\_

hereinafter referred to as "the Grantee" to act as a general grantee for Derivatives Trading in the Thailand Futures Exchange Public Company Limited and other places instead of the Grantor and the Grantee shall act on behalf of the Grantor as follows:

1. To buy, sell, transfer and accept transfer in Derivatives Trading in the Thailand Futures Exchange Public Company Limited and other places and thereby on behalf of the Grantor.
2. To pay and receive for all Derivatives Trading in the Thailand Futures Exchange Public Company Limited and other places.
3. To exercise and / or sign in any letter, document or instrument related to and necessary to achieve the purpose of this power of Attorney.

Any act performed by the Grantee in the extent hereof or the Agreement mentioned above shall be deemed as if done by myself/ourselves and I/We shall be responsible absolutely therefore.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto.

\_\_\_\_\_  
 The Grantor Signature

\_\_\_\_\_  
 Date (dd/mm/yyyy)

\_\_\_\_\_  
 The Grantee Signature

\_\_\_\_\_  
 Date (dd/mm/yyyy)

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Date (dd/mm/yyyy)

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Date (dd/mm/yyyy)

## Quiz

Please mark the correct answer

### Part 1 Opening an Account and Trading

1. Clients need to open a derivatives trading account with a derivatives agent before sending an order. And clients must place initial margin. In order to comply with the terms and conditions under the Company and the Relevant Regulations, The value of such deposited Margin shall not be less than the value or the rate set by the Company to each Trading
2. Clients must maintain level of margin. The value of such Margin shall not be less than initial margin which is set by the Company and the Relevant Regulations before sending a single order.
3. The Company will calculate the value of Futures and Options contracts in Client's account and adjust the Margin value deposited with the Company in order to be in accordance with actual Market Value at least by the end of each business day. The Client agrees to maintain Margin in the amount and at the rate not lower than the Maintenance Margin (MM) under the terms and the period as prescribed by the Company. If the aggregated amount or rate of Client's Margin is lower than the Maintenance Margin at the end of any Business Day, the Client is required to deposit additional Margin or close-out all or part of the Client's contract in order that the amount or rate of the Margin in Client's account is equal to or higher than the Initial Margin.
4. If Client is required to deposit additional margin (Call Margin), the Client shall deposit additional Margin or close-out the Futures within the period as prescribed by the Company which is T+1 (at present, before 3 p.m.). If the Client fails to deposit additional margin, the derivatives account will be locked. Clients cannot open position. If the Client fails to deposit additional margin within T+2 (at present, before 10.30 a.m.), the company will close out the position.
5. In case the Company finds at any time that Margin in Client's account is equal to or lower than Force Close Margin the Client agrees that the Company has the right to close-out all or part of Client's Contract without Client's consent. The rate or amount of Force Close Margin under the first paragraph will be stipulated by the Company.
6. The Client may withdraw his/her Margin deposited with the Company if it appears that the amount or rate of the deposited Margin is higher than the Initial Margin, whereby the Client may withdraw the deposited Margin upon the rules and procedures as prescribed by the Company.
7. There is a Mark-to-Market procedure every day. The Company will adjust the current value of derivatives contract by their reference market prices at least by the end of each business day. If the Client makes profit, mark-to-market will cause margin to increase. The company will deposit money in client's account at T. If clients make loss, mark-to-market will cause margin to be reduced. The company will deduct money from client's account at T.
8. SET50 Index Futures can trade every business day. Trading hours are between 9.45 a.m. - 4.55 p.m. However, trading of the expiring contract month ceases at 4.30 p.m.
9. Position limit is 10,000 contracts (net long/short in any contract or all contract months combined). An option positions will convert into Futures contracts (Equivalent Positions).

### Part 2 Contract specification and Futures trading

1. SET50 Index Futures are derivatives that have underlying assets as SET50 Index. It is a contract into which parties enter to either buy or to sell underlying assets in the future.
2. SET50 Index Futures includes 4 months in March quarterly cycle; March, June, September and December. The last trading day is set as one business day immediately proceeding the last business day of the contract month.
3. The futures contract size is 1,000 Baht i.e. Assuming the SET50 Index closes at 518.57 on April 4, 2006, the value of the futures contract is (518.57 \* 1,000 Baht) 518,570 Baht.
4. In order to close out position, clients can send order to close position by buying or selling futures contract in the opposite direction
  - a. A Long person will sell out
  - b. A Short person will buy back
  - c. Contract status is closed automatically due to its expiration
5. On the last trading day, when contract's maturity date arrives, delivery and settlement of price for underlying assets will be done. There will be a fixing of prices for buying or for selling in order to make cash settlement



Part 3 Contract specification and Options trading

1. SET50 Index Options are derivatives that have underlying assets as SET50 Index.
  - The buyer of *call option* has purchased the right, but not the obligation, to buy the SET50 Index at the stated exercise price for a specific period of time.
  - The buyer of *put option* has purchased the right, but not the obligation, to sell the SET50 Index at the stated exercise price for a specific period of time.
2. SET50 Index Options includes 4 months in March quarterly cycle; March, June, September and December. The last trading day is set as one business day immediately proceeding the last business day of the contract month.
3. SET50 Index Options always have a minimum of five series of call options and five series of put options on the same contract, with the same expiration date but with different index strike prices. A series of call and put options with strike price equivalent to the last index value of the immediately previous business day will be introduced, rounding up to the multiple of 10. Also new issued will be one series with a higher strike price and another lower strike price than the above mentioned.
4. The options contract size is 200 Baht i.e. Assuming the SET50 Index closes at 600.00 on October 29, 2007, the value of the options contract is (600.00 \* 200 Baht) 120,000 Baht.
5. In order to close out position, clients can send order to close position by buying or selling options contract in the opposite direction
  - a. A Long person will sell out
  - b. A Short person will buy back
  - c. Contract status is closed automatically due to its expiration
6. On the last trading day, when contract's maturity date arrives, delivery and settlement of price for underlying assets will be done. When an index option is exercised by its holder, and when an index option writer is assigned, cash changes hands. The exercise settlement amount changes hands from the investor who is assigned on a written contract to the investor who exercises his purchased contract. Automatic for all Contracts which yield profits to their holders.

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Client Signature

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Date (dd/mm/yyyy)

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Marketing Officer Signature

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Date (dd/mm/yyyy)

