

IR65/010

5 May 2022

Subject: Notification of Rights to Subscribe for Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No.2 (J-W2) and No. 3 (J-W3)

To: Shareholders of JAS Asset Public Company Limited

Enclosures:

1. Certificate of Subscription Entitlement, issued by the Thailand Securities Depository Company Limited
2. Notice of the Allocation of Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No. 2 (J-W2) and No. 3 (J-W3)
3. Subscription Form for Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No. 2 (J-W2) and No. 3 (J-W3)
4. Bill payment Form
5. Power of Attorney Form
6. Map of the Place for Subscription
7. Rights and Duties of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of JAS Asset Public Company Limited No. 2 (J-W2) and No. 3 (J-W3)

Reference is made to the 2022 Annual General Meeting of Shareholders of JAS Asset Public Company Limited ("the Company"), held on 8 April 2022 which approved the allocation of newly issued ordinary shares not exceeding 250,000,000 shares with a par value of Baht 1.00 per share to existing shareholders in proportion to their respective with no allocation to shareholders that would make the Company have duties under foreign law and to reserve for the exercise of the Warrants to purchase ordinary shares of the Company No. 2 (J-W2) and No.3 (J-W3). The details for subscription of newly issued ordinary shares together with J-W2 and J-W3 are as follows:

(1) Allocation of not exceeding 190,000,000 newly issued ordinary shares with a par value of Baht 1.00 per share to the existing shareholders of the Company in proportion to their shareholding with no allocation to shareholders that would make the Company have duties under foreign law in the ratio of 4.93009 existing shares to 1 new share, at the offering price of Baht 4.25 per share.

(2) Allocation of not exceeding 30,000,000 newly issued ordinary shares with a par value of Baht 1.00 per share to reserve for the exercise of Warrants to purchase ordinary shares of the Company No.2 (J-W2) allocated to the shareholders of the Company who subscribed for and are allocated newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholdings at the ratio of 6.33334 newly issued ordinary share per 1 unit of warrant. The exercise ratio is 1 unit of warrant per 1 ordinary share, with the exercise price at 6.25 Baht per share.

(3) Allocation of not exceeding 30,000,000 newly issued ordinary shares with a par value of Baht 1.00 per share to reserve for the exercise of Warrants to purchase ordinary shares of the Company No.3 (J-W3) allocated to the shareholders of the Company who

subscribed for and are allocated newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholdings at the ratio of 6.33334 newly issued ordinary share per 1 unit of warrant. The exercise ratio is 1 unit of warrant per 1 ordinary share, with the exercise price at 9.00 Baht per share.

For the allocation of newly issued ordinary shares in (1), the existing shareholders are entitled to oversubscribe the newly issued shares at the same offering price and shall be allocated those shares subscribed in excess of their rights only if there are remaining shares after the allocation to all existing shareholders in proportion to their respective shareholdings. The company reserves the right to allocate the oversubscribed shares as specified in the allocation method, related terms and conditions in Notice of the Allocation of Newly Issued Ordinary Shares enclosed herewith.

The Company would like to notify your entitlement to subscribe for the newly issued ordinary shares together with Warrant to purchase ordinary shares of the Company No.2 (J-W2) and N0.3 (J-W3) in the amount indicated in the Certificate of Subscription Entitlement, issued by Thailand Securities Depository Company Limited (**Enclosure 1**). Details of the newly issued ordinary shares and warrant to purchase ordinary shares of the Company, as well as subscription method and payment are specified in the Notice of the Allocation of Newly Issued Ordinary Shares enclosed herewith (**Enclosure 2**).

Should the shareholders intend to subscribe for the newly issued ordinary share, kindly complete the Subscription Form for Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No.2 (J-W2) and N0.3 (J-W3) enclosed herewith (**Enclosure 3**) and please strictly follow the subscription procedures as described in the Notice of the Allocation of Newly Issued Ordinary Shares. In the case that the subscribers wish to deposit the newly issued ordinary shares in the Issuer's Account No. 600 in the name of the Subscriber, please fill in and sign the "Additional Subscription Documents" (**Additional Enclosure 3-1 in Enclosure 3**).

The subscription and payment period are during 17-20 May 2022 and 23 May 2022, 09.00-16.00 hrs. at KGI Securities (Thailand) Public Company Limited, 8<sup>th</sup> Floor Asia Center Tower, 173 South Sathorn Road, Thungmahamek, Sathorn, Bangkok 10120. (Please see the map of the Place for Subscription in **Enclosure 6**).

Should the shareholders have any questions, please contact Khun Wilai Sandot, at 02-658-8360 or Khun Noppawan Boonrodtrattanukul, at 02-658-8361, KGI Securities (Thailand) Public Company Limited.

Please be informed accordingly.

Respectfully yours,



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Mr. Suphot Sirikulapas  
Chief Executive Officer

**Enclosure 2**



**JAS Asset Public Company Limited**

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**Notice of the Allocation and Subscription Documents of  
Newly Issued Ordinary Shares to the Existing Shareholders  
of the Company, with no allocation to shareholders that would make the  
Company have duties under foreign law together with Warrants to Purchase  
Ordinary Shares of the Company No.2 (J-W2) and No.3 (J-W3)  
Subscription Period 17-20 May 2022 and 23 May 2022**

## Part 1- Information Regarding the Allocation of Newly Issued Ordinary Shares together with Warrants to Purchase Ordinary Shares of the Company No.2 (J-W2) and No.3 (J-W3)

### 1. Name and Address of the Company

Name : JAS Asset Public Company Limited (“the Company” or “J”)  
 Location : 189 Jaymart Building B., Ramkhamhaeng Road, Ratpattana, Sapansoong, Bangkok  
 Website : <http://www.jasasset.co.th>  
 Telephone / Fax : 02-308-9000 / 02-308-8088

### 2. Date and Number of the Board of Directors’ Meeting and the Shareholders’ Meeting that Approved the Allocation of Newly Issued Ordinary Shares together with Warrants to Purchase Ordinary Shares of the Company

The Board of Directors’ Meeting : BOD Meeting No. 1/2022 on 22 February 2022  
 The Board of Directors’ Meeting to Approve the allocation ratio : BOD Meeting No. 2/2022 on 5 April 2022  
 The Annual General Meeting of Shareholders : AGM 2022 on 8 April 2022  
 The Board of Directors’ Meeting to Approve the offering price : BOD Meeting No. 3/2022 on 8 April 2022

### 3. Details of the Allocation of Newly Issued Ordinary Shares together with Warrants to Purchase Ordinary Shares of the Company

The Board of Directors’ Meeting No. 1/2022 held on 22 February 2022, and The Board of Directors’ Meeting No. 2/2022 held on 5 April 2022 and the 2022 Annual General Meeting of Shareholders on 8 April 2022 have resolved to approve the issuance and allocation of newly issued ordinary shares to existing shareholders in proportion to their shareholding with no allocation to shareholders that would make the Company have duties under foreign law and the allocation of newly issued ordinary shares to reserve for the exercise of warrants to purchase ordinary shares of the Company No.2 and No. 3 which allocated to existing shareholders who subscribed newly issued ordinary shares and received the allocation of newly issued ordinary shares offering to existing shareholders in proportion to their shareholding at the allocation ratio of 4.93009 existing ordinary shares to 1 newly issued ordinary share.

In this regard, the Board of Directors’ Meeting No. 3/2022 on 8 April 2022 has resolved to set the offering price at Baht 4.25 per share and determining the list of shareholders who entitle to subscribe the newly issued ordinary shares and eligible for the allocation of warrants (Record Date) on 26 April 2022, and the subscription and payment period during 17-20 May 2022 and 23 May 2022 (5 business days). The detail of these allocations is summarized below:

#### 3.1 Newly issued ordinary shares

Type of shares : Ordinary shares  
 Current paid-up capital : 936,716,323 Baht divided into 936,716,323 shares with a par value of Baht 1 per share

- Paid-up capital to be increased for the newly issued ordinary share : Not exceeding Baht 250,000,000 divided into 250,000,000 shares with a par value of Baht 1 per share with details as summarized below:
- (1) Allocation of not exceeding 190,000,000 shares with a par value of Baht 1.00 per share to the existing shareholders of the Company in proportion to their shareholding.
  - (2) Allocation of not exceeding 30,000,000 shares with a par value of Baht 1.00 per share to reserve for the exercise of J-W2. Such warrants will be issued and offered to shareholders who subscribed newly issued ordinary shares and received the allocation of new ordinary shares offering to existing shareholders in proportion to their shareholding.
  - (3) Allocation of not exceeding 30,000,000 shares with a par value of Baht 1.00 per share to reserve for the exercise of J-W3. Such warrants will be issued and offered to shareholders who subscribed newly issued ordinary shares and received the allocation of new ordinary shares offering to existing shareholders in proportion to their shareholding.
- Paid-up capital after the offering newly issued ordinary shares to existing shareholders and exercise of warrants in case all of the shares have been fully subscribed and all of the warrants have been exercised : Not exceeding Baht 1,200,287,414 divided into not exceeding 1,200,287,414 ordinary shares with a par value of Baht 1 per share (Including unexercised J-W1 for total 13,571,091 units)
- Number of shares allocated : (1) Number of shares allocated to existing shareholders not exceeding 190,000,000 shares
- (2) Number of shares allocated to reserve for the exercise of warrants to purchase ordinary shares No.2 (J-W2) not exceeding 30,000,000 shares
  - (3) Number of shares allocated to reserve for the exercise of warrants to purchase ordinary shares No.3 (J-W3) not exceeding 30,000,000 shares
- Offering Price : Baht 4.25 per share
- Allocation ratio : 4.93009 existing ordinary shares to 1 newly issued ordinary share. In the event of a fraction of a share arising from the calculation, the whole number shall be rounded down.
- The existing shareholders are entitled to subscribe the newly issued shares in excess of their entitlement (Details are in Allocation method)
- Allocation method, related terms, and conditions : The Company shall allocate not exceeding 190,000,000 newly issued ordinary shares with a par value of Baht 1.00 per share to the existing shareholders of the Company in proportion to their respective shareholdings, with no allocation to shareholders that would make the Company have duties under foreign law at the offering price of Baht 4.25 per share and at the ratio of 4.93009 existing ordinary shares to 1 newly issued ordinary share where:
- (1) The shareholders may subscribe for the newly issued ordinary shares in excess of their shareholdings (Oversubscription). The oversubscribing shareholders will have oversubscription shares allocated to them only when there are remaining shares from the allocation to the existing shareholders who subscribe for shares in proportion to their shareholdings.
  - (2) If the number of remaining shares after the first round of allocation to the existing shareholders in proportion to their shareholdings is greater than or equal to the shares oversubscribed

by the existing shareholders, the Company will allocate such remaining shares to all shareholders who have oversubscribed and paid for the shares according to the number of shares for which they have oversubscribed

(3) If the number of remaining shares after the first round of allocation to the existing shareholders in proportion to their shareholdings is lower than the number of shares oversubscribed by the existing shareholders, the Company will allocate such remaining shares to shareholders who have oversubscribed according to the following steps:

(1) Shares will be allocated in proportion to the shareholding of each oversubscribing shareholder whereby the shareholding percentage of each oversubscribing shareholder will be multiplied by the number of remaining shares to arrive at the number of shares that each oversubscribing shareholder is entitled to be allocated. Fractions of shares will be rounded down. The number of shares to be allocated will not in any case exceed the number of shares subscribed and paid for by each shareholder.

(2) Shares remaining after allocation under item (1) will be allocated to each oversubscribing shareholder who has not been allocated in full according to the number of shares subscribed, whereby their shareholding percentage will be multiplied by the number of remaining shares to arrive at the number of shares that each oversubscribing shareholder is entitled to be allocated. Fractions of shares will be rounded down. The number of shares to be allocated will not in any case exceed the number of shares subscribed and paid for by each shareholder. Allocation must then repeat following the procedure under item (2) until no share is left or allocation is not possible due to fractions of shares.

4. If there are remaining newly issued ordinary shares from the allocation to existing shareholders in proportion to the shareholdings and the allocation to oversubscribing shareholders (Oversubscription), the Company must reduce its registered capital by cancelling the remaining newly issued shares. The Company will be required to obtain approval from the shareholders meeting from the shareholders meeting.

The Company will return the unallocated shares subscription payments within 10 business days after the last day of the subscription period to the shareholders as specified in Clause 7.3

Method for fraction of a share : If there is a fraction of the newly issued ordinary shares resulting from the calculation pursuant to the allocation ratio described above (or from the allocation in excess of their rights), the Company shall disregard such fraction.

Other details : In allocating newly issued ordinary shares to existing shareholders in proportion to their shareholdings mentioned above, the Board of Directors may at its discretion refuse to offer or allocate such newly issued ordinary shares to any person or subscriber as the Company considers appropriate if the offering or allocation causes or may cause the Company:

- (a) to violate any laws, rules or regulations of Thailand or any foreign countries and/or the Company's Articles of Association; or
- (b) to have additional and excessive obligations or duties to perform anything other than those required under the relevant laws or regulations of Thailand on securities offering; or
- (c) to have additional expenses and/or excessive risks when

compared to the benefits that the Company will receive if the shares are offered and allocated to the relevant subscribers or groups or executing the relevant processes; or

- (d) to breach the requirements, methods or conditions prescribed by the Company in relation to the offering or allocation of the newly issued ordinary shares.

The Company has the right to not offer nor allocate the newly issued ordinary shares or deny the subscription of the newly issued ordinary shares from the shareholders who have their mailing addresses outside Thailand. The Company has the right to use its discretion in changing the relevant details as appropriate by considering the factors as stated above, which includes without limitation, the determination of a list of non-restricted countries and/or a list of restricted countries, for the successful offering of newly issued ordinary shares.

### 3.2 Warrants to Purchase Ordinary Shares No. 2 (“J-W2”)

Name	: Warrant to purchase newly issued ordinary shares of JAS Asset Public Company Limited No.2 (“J-W2”) allocated to the shareholders of the Company who subscribed for and are allocated newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholdings.
Type of Warrant	: Named and transferable
Number of Warrant	: Not exceeding 30,000,000 units
Allocation ratio	: The Company shall allocate J-W2 to existing shareholders who subscribed newly issued ordinary shares and received the allotment of newly issued ordinary shares offering to existing shareholders in proportion to their shareholdings in the ratio of 6.33334 allocated ordinary shares : 1 unit of warrant Any fraction remaining from allotment will be disregarded and all of remaining warrants after the allocation will be cancelled.
Exercise ratio	: 1 unit of warrant has the rights to purchase 1 new ordinary share. The exercise ratio is subject to change in accordance with the specified conditions in the adjustment of rights
Exercise price	: Baht 6.25 except in case of adjustment of rights
Offering Price	: Baht 0.00 per unit
Warrant Issuance Date	: Within 1 years from the date that the shareholders’ meeting has approved the issuance of warrant and shares accommodated for the exercise of the warrant
Term of warrant	: 2 years from the issuance date. The Company shall not extend the term of warrant after the issuance
Offering method	: The Company shall allocate J-W2 to the shareholders of the Company who subscribed for and are allocated newly issued ordinary shares issued in proportion to their shareholdings in the ratio of 6.33334 allocated ordinary shares : 1 unit of warrant Any fraction remaining from allotment will be disregarded and all of remaining warrants after the allocation will be cancelled. Shareholders who expressed their intention to oversubscribe (Oversubscription) are eligible to receive additional warrants in accordance with the allocation of newly issued shares in excess of their rights
Exercise period	: The first exercise date shall be 30 September 2022. The last exercise date shall be on the maturity date of warrant. If the last exercise date falls on a day which is not a business day, then the last exercise date shall be moved up to the business day prior to such exercise date J-W2 holders can exercise their rights to purchase the company’s



ordinary shares on the last business day of every quarter (the last business day of March, June, September, or December) (as the case maybe) from the First exercise date.

If exercise date falls on a day which is not a business day, then that particular exercise date shall be moved up to the business day prior to such exercise date.

Period of Notification of Intention to Exercise the Warrants	:	Not less than 15 days prior to the exercise date
Irrevocability of Notification of Intention to Exercise the Warrants	:	Once the notification of intention to exercise the Warrants is served, the Warrant Holders shall no longer be able to revoke such intention.
Secondary market for the warrant	:	The Company will list the J-W2 on the Stock Exchange of Thailand.
Secondary market for the newly issued ordinary shares arising from the exercise of warrants	:	Ordinary shares arising from the exercise of J-W2 will be listed on the Stock Exchange of Thailand.
Events that require the issuance of new shares to accommodate the right adjustment	:	Upon adjustment of the exercise price and the exercise ratio under the conditions of the rights adjustment as stated in the terms and conditions of warrant, which is an event as stated in item 11(4)(kor) of the Notification of the Capital Market Supervisory Board No. Tor Jor. 34/2551 Re: Application for Permission and Permission to Offer the Warrant representing the Rights to Purchase New Shares and the Newly Issued Shares Reserved for the Accommodation of the Exercise of the Warrant.
Adjustment of Rights	:	<p>The Company will adjust the exercise price and ratio in order to maintain the benefits of the warrant holders upon the occurrences of any of the following events:</p> <ol style="list-style-type: none"> <li>(1) When there is a change in the par value of the Company's ordinary shares as a result of share split or consolidation.</li> <li>(2) When the Company offers to sell its newly issued shares at the offering price lower than 90% of the market price of the Company's share.</li> <li>(3) When the Company offers to sell any new securities, i.e. convertible debenture or warrant, at the offering price lower than 90% of the market price of the Company's share</li> <li>(4) When the Company makes partial or whole stock dividend payment to its shareholders</li> <li>(5) When the Company pays out cash dividend higher than 70 percent of the net profit after tax of the Company (the company's consolidated financial statements) for any accounting period</li> <li>(6) In case that there are other events not mentioned in clauses (1) – (5) that may impair the benefits of the warrant holders.</li> </ol>
Allocation method, related terms and conditions	:	Please see the details in Clause 3.1 Newly issued ordinary shares, the allocation method, related terms and conditions

### 3.3 Warrants to Purchase Ordinary Shares No. 2 (“J-W3”)

Name	:	Warrant to purchase newly issued ordinary shares of JAS Asset Public Company Limited No.3 (“J-W3”) allocated to the shareholders of the Company who subscribed for and are allocated newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholdings.
Type of Warrant	:	Named and transferable
Number of Warrant	:	Not exceeding 30,000,000 units
Allocation ratio	:	<p>The Company shall allocate J-W3 to existing shareholders who subscribed newly issued ordinary shares and received the allotment of newly issued ordinary shares offering to existing shareholders in proportion to their shareholdings in the ratio of 6.33334 allocated ordinary shares : 1 unit of warrant</p> <p>Any fraction remaining from allotment will be disregarded and all of</p>



remaining warrants after the allocation will be cancelled.

Exercise ratio	: 1 unit of warrant has the rights to purchase 1 new ordinary share. The exercise ratio is subject to change in accordance with the specified conditions in the adjustment of rights
Exercise price	: Baht 9.00 except in case of adjustment of rights
Offering Price	: Baht 0.00 per unit
Warrant Issuance Date	: Within 1 years from the date that the shareholders' meeting has approved the issuance of warrant and shares accommodated for the exercise of the warrant
Term of warrant	: 4 years from the issuance date. The Company shall not extend the term of warrant after the issuance
Offering method	: The Company shall allocate J-W3 to the shareholders of the Company who subscribed for and are allocated newly issued ordinary shares issued in proportion to their shareholdings in the ratio of 6.33334 allocated ordinary shares : 1 unit of warrant Any fraction remaining from allotment will be disregarded and all of remaining warrants after the allocation will be cancelled. Shareholders who expressed their intention to oversubscribe (Oversubscription) are eligible to receive additional warrants in accordance with the allocation of newly issued shares in excess of their rights
Exercise period	: The first exercise date shall be 30 September 2022. The last exercise date shall be on the maturity date of warrant. If the last exercise date falls on a day which is not a business day, then the last exercise date shall be moved up to the business day prior to such exercise date  J-W3 holders can exercise their rights to purchase the company's ordinary shares on the last business day of every quarter (the last business day of March, June, September, or December) (as the case maybe) from the First exercise date.  If exercise date falls on a day which is not a business day, then that particular exercise date shall be moved up to the business day prior to such exercise date.
Period of Notification of Intention to Exercise the Warrants	: Not less than 15 days prior to the exercise date
Irrevocability of Notification of Intention to Exercise the Warrants	: Once the notification of intention to exercise the Warrants is served, the Warrant Holders shall no longer be able to revoke such intention.
Secondary market for the warrant	: The Company will list the J-W3 on the Stock Exchange of Thailand.
Secondary market for the newly issued ordinary shares arising from the exercise of warrants	: Ordinary shares arising from the exercise of J-W3 will be listed on the Stock Exchange of Thailand.
Events that require the issuance of new shares to accommodate the right adjustment	: Upon adjustment of the exercise price and the exercise ratio under the conditions of the rights adjustment as stated in the terms and conditions of warrant, which is an event as stated in item 11(4)(kor) of the Notification of the Capital Market Supervisory Board No. Tor Jor. 34/2551 Re: Application for Permission and Permission to Offer the Warrant representing the Rights to Purchase New Shares and the Newly Issued Shares Reserved for the Accommodation of the Exercise of the Warrant.
Adjustment of Rights	: The Company will adjust the exercise price and ratio in order to maintain the benefits of the warrant holders upon the occurrences of any of the following events: (1) When there is a change in the par value of the Company's

- ordinary shares as a result of share split or consolidation.
- (2) When the Company offers to sell its newly issued shares at the offering price lower than 90% of the market price of the Company's share.
  - (3) When the Company offers to sell any new securities, i.e. convertible debenture or warrant, at the offering price lower than 90% of the market price of the Company's share
  - (4) When the Company makes partial or whole stock dividend payment to its shareholders
  - (5) When the Company pays out cash dividend higher than 70 percent of the net profit after tax of the Company (the company's consolidated financial statements) for any accounting period
  - (6) In case that there are other events not mentioned in clauses (1) – (5) that may impair the benefits of the warrant holders.

Allocation method, related terms : Please see the details in Clause 3.1 Newly issued ordinary shares, the allocation method, related terms and conditions

#### 4. Allocation of the Newly Issued Ordinary Shares

- 4.1 In the case that a shareholder subscribes for the newly issued ordinary shares pursuant to his/her entitlement or less than his/her entitlement, such shareholder shall be fully allotted of all newly issued ordinary shares for which he/she has subscribed.
- 4.2 During the subscription period, the existing shareholders are entitled to subscribe the newly issued shares in excess of their proportionate entitlement (Oversubscription) with the same offering price. Thus, those existing shareholders shall be allocated such excess rights shares only if there are remaining shares after the allocation to all existing shareholders in proportion to their respective shareholdings. The offering of such remaining shares to each shareholder who subscribe for excess rights shall allot by a pro rata basis based on the shareholding proportion of each shareholder who subscribe for excess rights. The process would be repeated until there are no remaining shares available.
- 4.3 In case the number of shares that the existing shareholders subscribe in excess of their rights are less than the number of shares remain from the proportionate allotment, the Company shall allot the remaining shares to the existing shareholders who subscribed for excess rights and pay all the fee of their excess rights shares, the number of shares as specified in the subscription form.
- 4.4 In case the number of shares that the existing shareholders subscribe in excess of their rights are greater than the number of shares remain from the proportionate allotment, the Company shall allot the remaining shares to each shareholder subscribe for excess rights on a pro rata basis which shall be based on the shareholding proportion. The process would be repeated until there are no remaining shares available. Such calculations are as follows,
  - a) Number of oversubscribed shares to be allocated = Number of remaining newly issued ordinary shares after the allocation pursuant to the rights x Respective shareholding of each oversubscribing shareholder

##### Example

Total newly issued shares equals 2,000 shares less subscribed shares according to respective rights of each shareholder of 1,400 shares; resulting in 600 remaining shares:

Shareholders	Respective share holding (%)	Number of shares allotted pursuant to the right (shares)	Number of shares subscribed		Number of newly issued ordinary shares oversubscribed to be allocated
			Pursuant to the right	In excess of the right	
Shareholder A	20	400	400	300	Shareholder A
Shareholder B	35	700	100	-	Shareholder B
Shareholder C	35	700	700	400	Shareholder C
Shareholder D	10	200	200	50	Shareholder D
<b>Total</b>	<b>100</b>	<b>2,000</b>	<b>1,400</b>	<b>750</b>	<b>Total</b>

Number of newly issued ordinary shares to be allocated after disregarding the fraction:

Shareholders	Number of newly issued ordinary shares oversubscribed to be allocated (shares)		Total shares allocated
	Pursuant to the right	In excess of the right	
Shareholder A	400	120	Shareholder A
Shareholder B	100	-	Shareholder B
Shareholder C	700	210	Shareholder C
Shareholder D	200	50*	Shareholder D
<b>Total</b>	<b>1,400</b>	<b>380</b>	<b>Total</b>

\* Number of newly issued ordinary shares to be allocated shall not exceed the number of shares subscribed by each shareholder

- (b) The number of newly issued ordinary shares to which each oversubscribing shareholder is entitled to be allocated shall not exceed the number of shares subscribed and fully paid for by such shareholder.
- (c) In the case that there are newly issued ordinary shares remaining after the allocation pursuant to (a) above, the remaining shares shall be reallocated to each of the oversubscribing shareholders pursuant to (a)
- (d) The Company shall reallocate newly issued ordinary shares to the oversubscribing shareholders according to the procedure prescribed in (a) until the number of newly issued ordinary shares is inadequately allocable to the existing shareholders in proportion to their respective shareholdings.

4.5 If there are any shares remaining after the allocation as aforementioned, the Company shall further propose the Shareholders' Meeting to consider and approve the reduction of registered capital.

## 5. The Record Date to Determine the List of the Company's Shareholders Entitled to Subscribe for the Newly Issued Ordinary Shares together with Warrants to Purchase Ordinary Shares

The Board of Directors' Meeting No. 3/2022 held on 8 April 18, 2022 has resolved to set the date for determining the list of shareholders who entitle to subscribe for the newly issued ordinary shares and eligible for the allocation of warrants (Record Date) on 26 April 2022.

## 6. Subscription Period and Payment Method

### 6.1 Subscription period

During 17-20 May 2022 and 23 May 2022, from 9.00 A.M. – 4.00 P.M. (Total of 5 business days, only on the business day of the Stock Exchange of Thailand ("SET"))

### 6.2 Place for Subscription and Payment

KGI Securities (Thailand) PLC. ("Subscription Agent")  
8<sup>th</sup> Floor, Training room  
173 Asia Centre Building, South Sathorn Road,  
Thungmahamek Sub-District,  
Sathorn District, Bangkok 10120 Thailand  
Tel: 0-2658-8360 and 02-658-8361

**\*\* The Company by Subscription Agent shall not accept the subscription of new ordinary shares by fax or mail in all cases \*\***

## 7. Method of Subscription and Payment

The shareholders who wish to subscribe for the newly issued ordinary shares must clearly and correctly complete and specifying the number of shares to subscribe pursuant to their rights as determined in Certificate of Subscription Entitlement (*Enclosure no.1*), and number of shares to oversubscribe in the same Subscription Form (*Enclosure no.3*). The subscribers shall make full payment by cash transfer for their subscription according to the number of shares subscribed and oversubscribed (if any), and submit the subscription documents at the Place for Subscription and Payment during the Subscription Period (as specified in 6).

### 7.1 Payment of subscription for newly issued ordinary shares.

Shareholders who wish to subscribe for the newly issued ordinary shares can pay for the subscription for the newly issued ordinary shares from 9:00 A.M. to 4.00 P.M. on 17-20 May 2022 and 23 May 2022 (total 5 business days) and must pay for the subscription for the newly issued ordinary shares in full in both the portion of the subscription according to the rights received and in the part who wishes to subscribe for more than the rights received by transferring money to the account to account “KGI Securities (Thailand) plc. for securities subscription”

<b>Bank / Branch</b>	<b>:</b>	<b>KASIKORNBANK, Phahonyothin Branch</b>
<b>Account Type</b>	<b>:</b>	<b>Current Account</b>
<b>Account number</b>	<b>:</b>	<b>099-1-31614-0</b>

Detail as follows:

1. Payment via Bill Payment of KASIKORNBANK via KASIKORN BANK Branch by using Bill Payment form (*Enclosure No.4*) which is correctly, completely and clearly filled, Customer No. (Ref 1) – ID card number / Passport number or corporate registration number and Ref 2 – Account number / Telephone number.

Payment by personal cheque or cashier cheque or bank draft which must be paid in the name “KGI Securities (Thailand) plc. for securities subscription must be dated must be dated 17 May 2022 or 18 May 2022 or 19 May 2022 only and must be deposit via KASIKORN BANK counter within the bank's clearing time on 19 May 2022. It must be able to collect from the clearing house in the same area within the next business day then send a cheque deposit KASIKORN BANK slip to the Company as evidence of payment for the subscription. Personal cheque or cashier cheque or bank draft will be complete only when the paying bank has successfully cashed the cheque within the subscription date. Otherwise, it will be deemed that the shareholders who wish to subscribe forfeit their rights. If a shareholder wishes to subscribe make a payment for the subscription after the bank's clearing time on 19 May 2022. It must be made by cash transfer via Bill Payment only

However, the subscriber will be exempted from payment fees through the Bill Payment system of Kasikorn Bank Public Company Limited.

2. Internet Banking transfer via Electronic Bill Payment of Kasikorn Bank Public Company Limited, only for shareholder who have KASIKORN BANK account. Go to Payment for Goods and services and search “kgi” and then select “KGI SECURITIES FOR SHARE SUBSCRIPTION 1”. Ref 1 - ID card number / Passport number or corporate registration number and Ref 2 – Account number / Telephone number. Enter the amount and then check the subscription information. together with recording and/or printing proof of payment for the subscription as a supporting document for share subscription (Subscriber information will be based on Ref.1 and Ref.2 information on payment details only)
3. Mobile banking of Kasikorn Bank Public Company Limited.

Shareholder can make payment via Kbank Mobile Banking application (K-PLUS) under menu payment by searching “kgi” and then select “KGI SECURITIES FOR SHARE SUBSCRIPTION 1”. Ref 1 - ID card number / Passport number or corporate registration number and Ref 2 – Account number / Telephone number. Enter the amount and then check the subscription information. together with recording and/or printing proof of payment for the subscription as a supporting document for share subscription (Subscriber information will be based on Ref.1 and Ref.2 information on payment details only)

4. Payment via Internet Banking or Mobile Banking of other Banks
5. Shareholders can make payment via Internet Banking or Mobile Banking of other Banks under pay bill by searching “kgi” and then select “KGI SECURITIES FOR SHARE SUBSCRIPTION 1”. Ref 1 - ID card number / Passport number or corporate registration number and Ref 2 – Account number / Telephone number. Enter the amount and then check the subscription information. together with recording and/or printing proof of payment for the subscription as a supporting document for share subscription (Subscriber information will be based on Ref.1 and Ref.2 information on payment details only)
  - Shareholders who wish to subscribe must attach proof of such transfer with a subscription form

- Specify shareholder registration number (Refer to the Certificate of Subscription Rights for Newly Issued Ordinary Shares) Name, Surname and telephone number of the subscriber who can be contacted on the back of the proof of payment
- Company by Subscription Agent abstain from accepting payment for subscription for newly issued ordinary shares in cash
- Company reserves the right to authorize the subscription and make payment for the subscription for newly issued ordinary shares by other methods as appropriate
- In this regard, the shareholders who subscribe for the newly issued ordinary shares together with warrant will be liable for expenses and bank fees (if any) separately from the amount of subscription for the newly issued ordinary shares.

## **7.2 Required Documents for Subscription**

Shareholders and their proxies will be required to submit the documents for subscription of newly issued ordinary shares, together with the payment for subscription pursuant to their rights and oversubscription, to Subscription Agent (as specified in 6.2), as follows:

- a) Subscription Form for Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No.2 (J-W2) and No.3 (J-W3) (*Enclosure No.3*) which is correctly, completely and clearly filled.

Subscriber must specify the number of shares for which each subscriber wishes to subscribe according to his/her right as indicated in the Certificate of Subscription Entitlement and must clearly specify the number of shares for which each subscriber wish to subscribe in excess of his/her right. In the case that the subscriber is a juristic person, the Subscription Form must be signed by the authorized person(s) of such juristic person and affixed with a company seal (if any).

Shareholder must only submit 1 Subscription Form per 1 Certificate of Subscription Entitlement for Newly Issued Ordinary Shares.

In case of oversubscription, subscriber is required to subscribe in full of his/her entitlement prior to subscription for the excess shares.

- b) Certificate of Subscription Entitlement (*Enclosure no.1*)

Issued by Thailand Securities Depository Company Limited (“TSD”), the Company’s registrar, and sent by registered mail to the shareholders together with this notification, which indicates number of shares allocated to the shareholder pursuant to his/her right.

- c) Evidence of Payment

Subscribers are required to submit evidence of full payment for subscription of the newly issued ordinary shares for those pursuant to their rights and oversubscription by attaching all related documents as specified in 7.1.

- d) Documents for oversubscription

A certified true copy of the front page of saving account book or a statement of current account or saving account showing the 10-digit account number, in case that the subscriber wishes to receive the refund for all or any unallocated portion of the share subscription in excess of his/her entitlement. The refund shall be credited into his/her bank account via money transfer system.

The name which appears in such bank account shall be the same as that of the oversubscribing shareholders and account shall be either saving account or current account of the following banks.

- 1) Bangkok Bank Public Company Limited
- 2) Krung Thai Bank Public Company Limited
- 3) Bank of Ayudhya Public Company Limited
- 4) KasikornBank Public Company Limited
- 5) CIMB Thai Bank Public Company Limited
- 6) TMB Thanachart Bank Public Company Limited
- 7) Siam Commercial Bank Public Company Limited

- 8) Land and House Public Company Limited
- 9) United Oversea Bank (Thai) Public Company Limited
- 10) TISCO Bank Public Company Limited

The Company by Subscription Agent shall refund the subscription payment via money transfer to subscriber's bank account within 7 business days after closing of the subscription period. In the case that the subscriber does not have bank account with these banks, the Company by Subscription Agent shall refund the subscription payment by issuing a crossed cheque payable to the subscriber as name appeared in the Company's share register book on the book closure date on 26 April 2022 and delivering such cheque via registered postal mail to the address appeared in the share register book on 26 April 2021 within 10 business days after closing of the subscription period.

- e) Additional documents in case of appointment of proxy

A Power of Attorney affixed with a stamp duty of Baht 30, together with certified true copies of identification cards of the subscriber and the attorney-in-fact (*Enclosure no. 4*)

- f) Additional documents in case of share depository in the Issuer Account

For the subscriber who wishes to deposit newly issued ordinary shares into the Issuer Account No. 600 in the name of the subscriber, please fill in the required information in the form "Additional Subscription Documents Only for the Subscriber Wishing to Deposit the Securities into the Issuer Account" (*Additional Enclosure 3.1*) for further submission to the TSD.

- g) Documents for Identification

Thai Individual

A certified true copy of valid identification card or, in the case there is no identification card, a certified true copy of house registration containing the 13-digit identification number or a certified true copy of any other official documents containing the 13-digit identification number may be submitted. In the case that the subscriber is a minor (aged less than 20 years), a consent letter from his/her guardian (Father and/or Mother), certified true copy of the identification card of his/her guardian (Father and/or Mother), and a certified true copy of the minor's house registration are required. The signature on every identification document must be the same as the signature on the documents required for the subscription of the newly issued ordinary shares.

In case of the change of first/last name, which causes the subscriber's first/last name to be differed from his/her name appeared on the share register book as of 26 April 2022 or in the Certificate of Subscription Entitlement for Newly Issued Ordinary Shares, a certified true copy of official documents issued by a government entity, such as marriage certificate, divorce certificate, or certificate of change of first name/last name, must also be attached.

Foreign Individual

A certified true copy of alien identification card or valid passport is required. The signature on every identification document must be the same as the signature on the documents required for the subscription of the newly issued ordinary shares.

Juristic Person Incorporated in Thailand

A copy of the company's affidavit issued by the Ministry of Commerce no more than 6 months on the subscription date, certified a true copy by the authorized person(s) and affixed with the seal of such juristic person (if any), together with a certified true copy of identification card, alien certificate or passport (as the case may be) of such authorized person(s) of the juristic person. The signature on every identification document must be the same as the signature on the documents required for the subscription of the newly issued ordinary shares.

Juristic Person Incorporated in foreign country

A copy of certificate of incorporation or memorandum of association or affidavit, certified true copy by the authorized person(s) of such juristic person and affixed with the seal of the juristic person (if any) no more than 6 months on the subscription date, together with a certified true copy of the alien certificate or passport (as the case may be) of such authorized person(s) of the juristic person. The signature on every identification document must be the same as the signature on the documents required for the subscription of the newly issued ordinary shares.



All certified copies of each of the above documents must be notarized by a notary public and authenticated by official of the Thai Embassy or of the Thai Consulate in the country where the documents are prepared or certified. Such notary public certification and authentication shall be made no more than 6 months on the subscription date.

The subscriber must fill in the Suitability Assessment Form (*Additional Enclosure 3.2*), and Self Declare Form (*Additional Enclosure 3.3*) and Declaration Form of Status as a U.S. Person or Non-U.S. Person (*Additional Enclosure 3.4*)

In the event that the subscriber is other Securities companies' customer, who completed Know Your Customer & Customer Due Diligence: KYC/CDD and Suitability Test within the last 2 years prior to the Subscription Period, the subscriber will not be required to fill in the forms of Suitability Assessment and Self Declare, otherwise the subscriber is required to completely and clearly fill and sign the forms of Suitability Assessment (*Additional Enclosure no.3.2*) and Self Declare (*Additional Enclosure no.3.3*) and submit to Subscription Agent as supplementary documents for the subscription.

### **7.3 Refund of Subscription Payment (if any)**

The Company by Subscription Agent shall refund the subscription payment for unallocated portion to the shareholders by the following methods;

#### **7.3.1 In case the oversubscribing shareholders do not receive full allocation due to the inadequate newly issued ordinary shares**

The Company by Subscription Agent shall refund the subscription payment for the portion of the newly issued ordinary shares oversubscribed that have not been allocated due to inadequate newly issued ordinary shares, without interest and any compensation, within 10 business days after the closing of subscription period by the following methods:

- 1) Transfer the refund to the bank account of the subscriber, who wishes to receive the refund via bank transfer and indicates in the Subscription Form, within 7 business days from the closing of the subscription period. Such bank account shall be either saving account or current account of the following banks;
  1. Bangkok Bank Public Company Limited
  2. Krung Thai Bank Public Company Limited
  3. Bank of Ayudhya Public Company Limited
  4. KasikornBank Public Company Limited
  5. CIMB Thai Bank Public Company Limited
  6. TMB Thanachart Bank Public Company Limited
  7. Siam Commercial Bank Public Company Limited
  8. Land and House Bank Public Company Limited
  9. United Oversea Bank (Thai) Public Company Limited
  10. TISCO Bank Public Company Limited

The name in bank account shall be the same as oversubscribing shareholder as specified in the Subscription Form. The oversubscribing shareholder is required to attach a certified true copy of either the front page of saving passbook or a statement of current account or saving account which indicates account name and 10-digit account number.

- 2) In the case that the Subscription Agent does not receive either a certified true copy of the front page of saving passbook or a statement of current account or saving account which indicates account name and 10-digit account number or the subscriber does not indicate in the Subscription Form that he/she wishes to receive the refund via bank transfer, the Company by Subscription Agent will refund the subscription payment by issuing a crossed cheque payable to the subscriber and delivering such cheque via registered postal mail to the address appeared in the share register book on 26 April 2022 within 10 business days from the closing of subscription period.
- 3) In the case that the subscriber has a securities trading account with KGI Securities (Thailand) Public Company Limited, the refund of the subscription will be made by transferring money through the Automatic Transfer System (ATS) to the bank account on behalf of the subscriber according to the account opening information provided with



KGI Securities (Thailand) Public Company Limited within 5 business days from the end of the subscription period.

In the event that the Company could not make such refund within the said period, the Company shall have a duty to return the said payment to the subscriber with the interest at the rate of 7.5 percent per annum, calculated on the amount of such payment starting from the date after the said 10 business day period until the date on which the payment is refunded. In any cases that the cheque has been delivered or the monies have been transferred to the subscriber's account as appeared in the share register book on 26 April 2022, it shall be deemed that the subscriber duly receives the refunded subscription payment and the subscriber shall no longer be able to claim interest and/or compensation from the Company or the Subscription Agent.

**7.3.2 In case the subscribing shareholders do not receive the allocation due to failure to comply with subscription conditions and/or to make the subscription payment**

The Subscription Agent will return the cheque to the subscriber who has not been allocated the newly issued ordinary shares due to a breach of any subscription conditions and/or uncollectible payment via cheque. The subscriber must contact the Subscription Agent to request the cheque back within 30 days after closing of the subscription period.

**7.4 Delivery of the Newly Issued Ordinary Shares**

Subscriber can choose one of the following delivery methods to be proceeded by the Company:

**7.4.1 In case the subscriber wishes to receive share certificate in the name of subscriber**

TSD as the Company's registrar shall deliver the share certificate according to the number of allotted shares to the shareholder by registered postal mail to the name and address appeared in the share register book on 8 November 2021 within 15 business days from closing of the subscription period. In this case, the subscriber will not be able to sell the allotted shares in the SET until receipt of share certificate which may be after the newly issued ordinary shares are permitted to trade on the SET.

**7.4.2 In case that the subscriber wishes to deposit the shares in the Issuer's Account No.600**

The Company will deposit the allotted shares to the account "Thailand Securities Depository Company Limited for Depositors", whereby the TSD will record the number of shares deposited in the Issuer's Account no. 600 and issue an evidence of deposit to the subscriber within 7 business days from the closing of the subscription period. When the subscriber wishes to sell newly issued ordinary shares, the subscriber must withdraw the said shares from the Account No. 600, by contacting the securities company, where fees may incur according to the TSD and/or securities company's terms and conditions. In this case, the subscriber can sell the allotted shares in the SET as soon as the newly issued ordinary shares are permitted to trade on the SET and after the subscriber has withdrawn the said shares from the Account No. 600.

**7.4.3 In case that the subscriber wishes to deposit the shares in his/her trading account opened with the securities company**

The Company will deposit the allotted shares to the account "Thailand Securities Depository Company Limited for Depositors" whereby the TSD and the securities company will record the number of shares deposited and issue an evidence of deposit to the subscriber within 7 business days from the closing of the subscription period. In this case, the subscriber can sell the allotted shares in the SET as soon as the newly issued ordinary shares are permitted to trade on the SET.

For the case of 7.4.3, the name of the subscriber must be the same as the name of the owner of the securities trading account that the subscriber wishes to deposit the allotted shares. otherwise, the Company reserves the rights to deliver to subscriber such shares in form of share certificate in the name of subscriber as described in 7.4.1.

The shareholder who exercises his/her right to subscribe the newly issued ordinary shares must specify the code of the securities company (as listed on the back of the Subscription Form for Newly Issued Ordinary Shares) which the shareholder has the securities trading account with, and the securities trading account number to which the shareholder wishes the allotted shares to be deposited. If the subscriber provides incorrect code of the securities company and/or

securities trading account, the Company by Subscription Agent will not be responsible for any loss or delay in retrieving the shares.

In the event that the subscriber does not fully complete those details or fail to specify the method for share delivery in the Subscription Form, the Company hereby reserves the rights to deliver such shares in form of share certificate. In this case, the subscriber may not sell the allotted shares in the SET as soon as the newly issued ordinary shares are permitted to trade on the SET.

## 7.5 Other Information Regarding the Subscription of the Newly Issued Ordinary Shares

7.5.1 Shareholder who subscribes for the newly issued ordinary shares will receive a receipt for the subscription signed by the subscription officer as evidence for the subscription. The subscription shall be deemed to complete only when the Company fully collects the subscription payment for the newly issued ordinary shares.

7.5.2 Shareholder who subscribes for the newly issued ordinary shares and already made subscription payment cannot cancel or revoke their subscription unless prior written consent is obtained from the Company.

7.5.3 If the number of the newly issued ordinary shares indicated by a shareholder in the Subscription Form exceeds the amount of payment received by the Company, the Company reserves the right to allocate the shares according to the subscription payment received.

7.5.4 If the number of the newly issued ordinary shares specified in the Subscription Form is less than the amount of payment received by the Company, the Company reserves the right to allocate the shares to each shareholder as it deems appropriate.

7.5.5 If the shareholder who subscribes for the newly issued ordinary share fails to make the subscription payment or the Company cannot collect the subscription payment in whole or in part, or in any cases not deemed to be the Company's fault, within the subscription period and specified method of payment, or the subscribing shareholder does not fully or clearly fill the Subscription Form, or the shareholder proceeds with subscription method other than those indicated in this document, the Company shall deem that the shareholder waives his/her right in subscribing for the newly issued ordinary shares, and the Company reserves the right not to allocate any shares to the said shareholder.

Therefore, the shareholder must carefully follow the method of payment and proceed in accordance with the conditions and procedures of subscription described above.

7.5.6 The Company reserves the right to alter the terms and conditions and methods of payment for the subscription of the newly issued ordinary shares and/or other details relating to the subscription procedures as it deems appropriate and beneficial to the subscription of the newly issued ordinary shares of the Company.

## 8. Objectives of the capital increase and use of additional funds

The Company will use the proceeds from the offering of the Company's newly issued ordinary shares, consisting of the offering of the newly issued ordinary shares to the existing shareholders in proportion to their shareholdings at approximately 807.5 million Baht and proceeds from the exercise of J-W2 warrants at approximately 187.5 million Baht, and proceeds from the exercise of J-W3 warrants at approximately 270.0 million Baht totaling approximately 1,265.0 million Baht, for use as working capital and repayment of debt instruments

Objectives	Estimated Proceeds	Time Estimated for
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	(million Baht)	Use of Proceeds
<b>Proceeds from the offering of newly issued ordinary shares to the existing shareholders</b>		
1. Repayment of loan from parent company	270.0	Year 2022
2. Repayment of debt instruments that are becoming due	197.0	Year 2022
3. Working capital	271.5	Year 2022
4. Repayment of loan from financial institution	69.0	Year 2022
Total proceeds from offering to existing shareholders	807.5	
<b>Proceeds from exercise of J-W2 warrants</b>		
Repayment of loan from financial institution	187.5	Year 2023 – 2024
<b>Total proceeds from exercise of J-W2 warrants</b>	<b>187.5</b>	
<b>Proceeds from exercise of J-W3 warrants</b>		
Repayment of loan from financial institution	270.0	Year 2025 – 2026
<b>Total proceeds from exercise of J-W3 warrants</b>	<b>270.0</b>	
<b>Total</b>	<b>1,265.0</b>	

However, the plan to use the capital increase of the above company is in line with the Company's current business plan that forecasts the allocation of proceeds from the offering of new shares and the exercise of the warrants in full amount. There may be a smaller amount than anticipated, which could cause the company to receive less money than the planned capital increase. In such event, the Company's capital increase utilization plan may differ from the above-mentioned utilization plan.

## 9. Benefits for the company will receive from the capital increase/allotment of new shares

- 9.1 The Company considers that the issuance and offering of the newly issued ordinary shares of the Company to the existing shareholders in proportion to their shareholding is an appropriate approach and correspond with the Company's objectives in fundraising. The Company will receive funds in an immediate term and can mitigate possible risks associated with fundraising amidst current economic volatility.
- 9.2 This capital increase will strengthen the Company's financial structure, prepare the Company in terms of capital and financial liquidity in order to support the business, resulting in efficient operation of the Company, with tendency to grow and capable of competing with other businesses in the same industry.

## 10. Benefits which the shareholders will receive from the capital increase/share allotment

### 10.1 Dividend payment policy

The Company has a policy to pay dividends at a rate of not less than 50 percent of net profit after tax and legal reserves, considering the consolidated financial statements. The dividend payment is subject to the economic situation, profits from operation, investment plans of the Company, and subject to other considerations that the Board of Directors may deem appropriate.

- 10.2 Those who have been allocated the newly issued ordinary shares in proportion to their respective shareholdings in this time, will be entitled to receive dividends once they have been registered as shareholders of the Company with the Department of Business Development, Ministry of Commerce.
- 10.3 J-W2 warrant holders and J-W3 warrant holders are entitled to receive dividends when the warrant holder has exercised the right to convert the warrant to the Company's ordinary shares and has been registered as a shareholder of the Company with the Department of Business Development, Ministry of Commerce.

## 11. Other details necessary for shareholders to support their decision to approve the capital increase/allotment of new shares

### 11.1 Impact on the voting rights of the existing shareholders (Control Dilution)

- 1) The issuance and offering of new ordinary shares proportionate to their respective shareholding
  - In the case that all the existing shareholders exercise their rights to subscribe for the newly issued shares according to their rights in full amount, it will not affect the voting rights of shareholders of the Company (Control Dilution).

- If the shareholders choose not to exercise their right to subscribe for the newly issued ordinary shares and other shareholders exercise their rights to subscribe for the newly issued ordinary shares in accordance with their existing rights and/or subscribe to the newly issued ordinary shares (Oversubscription). Until the subscription of the newly issued shares in full amount, it will affect the voting rights of the shareholders (Control Dilution), which will be reduced by about 16.98 percent with detailed calculations as follows:

$$= \frac{\text{No. of shares offered to existing shareholders}}{\text{No. of paid-up shares} + \text{No. of shares offered to existing shareholders}}$$

$$= \frac{190,000,000}{929,068,467 + 190,000,000}$$

$$= 16.98 \text{ percent}$$

## 2) The issuance of newly issued ordinary shares to reserve the exercise of rights under J-W2 Warrant and J-W3 Warrant

- If every shareholder exercises the right to purchase newly issued ordinary shares and received J-W2 warrants and J-W3 warrants and exercised the right to convert into ordinary shares in full amount of the rights granted, it will not affect the voting rights of the Company's shareholders (Control Dilution)
- If every shareholder exercises the right to purchase newly issued ordinary shares but not exercise the right to convert J-W2 warrants and J-W3 warrants, it will reduce the voting rights of the Company's shareholders (Control Dilution) by approximately 5.09 percent

$$= \frac{\text{No. of shares reserved for J-W2} + \text{No. of shares reserved for J-W3}}{\text{No. of paid-up share} + \text{No. of shares offered to existing shareholders} + \text{No. of shares reserved for J-W2} + \text{No. of shares reserved for J-W3}}$$

$$= \frac{30,000,000 + 30,000,000}{929,068,467 + 190,000,000 + 30,000,000 + 30,000,000}$$

$$= 5.09 \text{ percent}$$

- In the event that the existing shareholders do not exercise their rights to subscribe for newly issued ordinary shares according to their existing rights and other shareholders exercise their rights to subscribe for newly issued ordinary shares according to their existing rights and/or subscribe for newly issued ordinary shares in excess of the right (Oversubscription) until the subscription for the newly issued ordinary shares in full amount and not exercise J-W2 and J-W3, it will reduce the voting rights of the Company's shareholders (Control Dilution) by approximately 21.20 percent

$$= \frac{\text{No. of shares offered to existing shareholders} + \text{No. of shares reserved for J-W2} + \text{No. of shares reserved for J-W3}}{\text{No. of paid-up share} + \text{No. of shares offered to existing shareholders} + \text{No. of shares reserved for J-W2} + \text{No. of shares reserved for J-W3}}$$

$$= \frac{190,000,000 + 30,000,000 + 30,000,000}{929,068,467 + 190,000,000 + 30,000,000 + 30,000,000}$$

$$= 21.20 \text{ percent}$$

## 11.2 Price Dilution

### 1) The issuance and offering of newly issued ordinary shares in proportion to their respective shareholdings

After the issuance and offering of newly issued ordinary shares offered to the existing shareholders of the Company in proportion to their respective shareholdings, If all existing shareholders exercise their right to purchase capital increase shares, this will affect the company's share price by 2.25 percent.

$$\begin{aligned}
 &= \frac{\text{Market Price before the offering} - \text{Market Price after the offering}}{\text{Market Price before the offering}} \\
 &= \frac{4.88 - 4.77}{4.88} \\
 &= 2.25 \text{ percent}
 \end{aligned}$$

Whereby, The Market price before the offering = the weighted average market price of the shares for past 15 consecutive business days before the Board of Directors' on 8 April 2022 (between 17 March– 7 April 2022) at 4.88 Baht per share

Market Price after the offering

$$\begin{aligned}
 &\frac{(\text{Market price} \times \text{No. of paid-up shares}) + (\text{Offering price of newly issued ordinary shares} \times \text{No. of shares offered to existing shareholders})}{\text{No. of paid-up share} + \text{No. of shares offered to existing shareholders}} \\
 &= \frac{(4.88 \times 929,068,467) + (4.25 \times 190,000,000)}{929,068,467 + 190,000,000} \\
 &= \text{Baht 4.77}
 \end{aligned}$$

### 2) The issuance of newly issued ordinary shares to reserve the exercise of rights under J-W2 Warrant and J-W3 Warrant

This issuance and offering of J-W2 and J-W3 have no effect from the price dilution because the exercise price of J-W2 and J-W3 are higher than the current market price of the Company's shares. The weighted average closing price of the Company's shares for the past 15 business days prior to the date of the Board of Directors' meeting. (Between 31 January– 21 February 2022) equal to 4.05 Baht per share.

## 11.3 Earnings Per Share Dilution

### 1) Earnings per share dilution after the offering of the newly issued ordinary shares in proportion to their respective shareholdings

After the issuance and offering of newly issued ordinary shares offered to the existing shareholders of the Company in proportion to their respective shareholdings (Rights Offering), If all existing shareholders exercise their right to purchase capital increase shares, this will affect the company's Earnings per share dilution by 16.98 percent.

$$\begin{aligned}
 \text{Earnings per Share Dilution} &= \frac{\text{Earnings per share before the offering} - \text{Earnings per share after the offering}}{\text{Earnings per share before the offering}} \\
 &= \frac{0.17377 - 0.14426}{0.17377} \\
 &= 16.98 \text{ percent}
 \end{aligned}$$

Net profits for the year 2021	(1)	161,439,706	baht
Number of paid-up shares	(2)	929,068,467	share
Number of new ordinary shares to existing shareholders	(3)	190,000,000	share
EPS before the offering	(1)/(2)	0.17377	baht per share
EPS after the offering	(1)/[(2)+(3)]	0.14426	baht per share

**2) Earnings per share dilution after the offering of the newly issued ordinary shares to reserve the exercise of rights under warrant J-W2 and J-W3**

This issuance and offering of J-W2 and J-W3 have effect from the Earning per share dilution by 21.20 percent

$$\begin{aligned}
 \text{Earnings per Share Dilution} &= \frac{\text{Earnings per share before the Offering} - \text{Earnings per share after the offering}}{\text{Earnings per share before the Offering}} \\
 &= \frac{0.17377 - 0.13692}{0.17377} \\
 &= 21.20 \text{ percent}
 \end{aligned}$$

Net profits for the year 2021	(1)	161,439,706	baht
Number of paid-up shares	(2)	929,068,467	share
Number of new ordinary shares to existing shareholders	(3)	190,000,000	share
Number of new ordinary shares reserve for the exercise of J-W2 (4)		30,000,000	share
Number of new ordinary shares reserve for the exercise of J-W3 (5)		30,000,000	share
EPS before the offering	(1)/(2)	0.17377	baht per share
EPS after the offering	(1)/[(2)+(3)+(4)+(5)]	0.13692	baht per share

**11.4 The Preliminary Features of Ordinary Share-Purchase Warrants of JAS Asset Public Company Limited No.4 (“J-W2”) and No.3 (J-W3) - appeared in Clause 3.2 and 3.3**

## Part 2 – Preliminary Information of Jas Asset Public Company Limited

### 1. Name and Location of the Listed Company

Name	:	Jas Asset Public Company Limited (the “Company”)
Business Type	:	The Company's business can be classified into 4 main categories as follows: (1) Rental spaces management in retail store for Mobile phones and IT products (under brand "IT Junction") (2) Development and Management of Rental Spaces in form of community market (under brand "J Market") (3) Development and Management of Rental Spaces in form of Community Mall (under brand "The Jas") (4) Property development business brand “Newera”
Address	:	187 Jmart Building, Floor 8, Ramkhamhaeng Rd., Saphansong Bangkok
Registration Number	:	0107557000136
Telephone	:	02-308-9000
Fax	:	02-308-8088
Website	:	<a href="http://www.jasasset.co.th">http://www.jasasset.co.th</a>
Registered Capital	:	Baht 1,244,160,212 divided into 1,244,160,212 ordinary shares with a par value of Baht 1 each
Paid-up Capital	:	Baht 936,716,323 divided into 936,716,323 ordinary shares with a par value of Baht 1 each

### 2. Business Type and Nature of Competition

The Company's business can be classified into 4 main categories as follows: (1) Rental spaces management in retail store for Mobile phones and IT products (under brand "IT Junction") (2) Development and Management of Rental Spaces in form of community market (under brand "J Market") (3) Development and Management of Rental Spaces in form of Community Mall (under brand "The Jas") and (4) Property development business brand “Newera”. The revenue structure of the Company for the year 2019-2021 can be summarized as follows.

Revenue by business		2019		2020		2021	
		Million Bt	%	Million Bt	%	Million Bt	%
1	Organization of rental space business (IT Junction)	299.5	34.6	178	34.1	134.2	31.0
2	Community market business (J Market)	26.5	3.1	20.6	3.9	17.2	4.0
3	Community mall business (The Jas)	212.5	24.6	178.2	34.2	172.2	39.7
4	Property development	64.2	7.4	35.2	6.7	68.2	15.7
5	Revenues from promotional and other income	261.9	30.3	109.7	21.0	41.7	9.6
	<b>รวม</b>	<b>864.6</b>	<b>100.0</b>	<b>521.7</b>	<b>100.0</b>	<b>433.5</b>	<b>100.0</b>

Remarks: Revenues from promotional and other income are advertising revenue in public areas and fines received from customers for late payment.

#### 2.1. Organization of rented space for mobile phones and IT products in shopping centers for retail sellers (IT Junction)

The Company has managed of mobile phone and technology product rental units in shopping malls. Since 2000, it has become the primary business of the corporation. Jay Mart, the parent company, began renting space in the mobile phone segment and technology products in Nakhon Pathom Province's Big C shopping mall to be managed and leased under the name "IT Junction." In the beginning, the said business was still operated under Jay Mart. Later in 2012, Jay Mart's management identified an opportunity for expansion in the business. As a result, the corporation was formed to manage rental space and related real estate businesses that would grow in the future to improve the management and expansion of future work.



**1) Service Detail**

The Company handles the rental space in the shopping mall for mobile phones and technological products that will be allocated to retail clients for future lease. It begins with renting some space from the owner of the area, which might be a huge retail center or a potential sales location, such as inside the Big C shopping mall. To be refurbished before being allocated to the Company's retail customers, most of whom are mobile phone and/or accessories business operators. The Company will take care of, manage, and manage such areas throughout the lease term.

As on December 31, 2021, the Company had 27 branches and 4,660 square meters of leasing space in IT Junction, covering areas in Bangkok, its vicinities, and other provinces.

**2) Market and competition****Target Customers**

Target Customers are categorized into 2 main groups which are 1. Retail seller and 2. Small and medium business with their own brands. Each group of customers has the details as follows:

**1. Retail seller**

It is a small group of jurists, or a natural person who operates a mobile phone retail store. Such consumers may simply have one sub-store or several. Most of the sub-stores do not have a brand and invest only a minimal amount per store. The store's location is the most important element influencing this set of clients' renting decisions. That instance, most small tenants desire the store to be on a highly visible corridor and close to a busy area. This is because marketing activities will help to attract and develop greater interest in the project among consumers. Furthermore, if any small tenants who have successfully started the service in the company's branches. There is a high inclination to rent space in other branches of the next company or expanding new areas in the company's original branch. The majority of the Company's clients are general retail tenants.

**2. Small and medium business with their own brands**

It's a group of well-known brands who are corporate customers. Open a store where you may sell cell phones and/or accessories or to deliver mobile phone-related services. The factors influencing such clients' rental decisions are primarily the rented area and the rental price. The nature of this consumer group necessitates a greater rental space than that required by regular retail tenants. And because this group of entrepreneurs focuses on retail decoration, the investment is rather substantial. It has a longer lease term than regular retail tenants.

**3) Industry overview**

Due to the business of managing rental spaces for mobile phones and technological products in shopping malls, There is no in-depth analysis of unique business needs, such as space requirements as well as total leasing space. As a result, it is not possible to analyze the overall picture of the specific business. However, the Company's management expects the rental space management business in shopping centers for mobile phones and technological products to develop at a similar rate to the retail sector. This is because it is both a shopping mall and a retail store. The same factors influence demand for retail space, notably the rate of economic growth and consumer confidence.

However, if simply considering players in the rental management business at shopping malls who can be competitors to the Company, they can be divided into two categories:

1. Space management in shopping centers or specialized shopping centers such as The Mall, Central, Big C, Lotus, Pantip Plaza Shopping Center or Tukcom, where such shopping centers in some places have separate product zones. Mobile phones and technology items are out of the usual zones where shopping center owners tend to manage the area entirely.
2. Area management by specialists in the same way that the IT Junction initiative, which businesses in this way IT Plaza Co., Ltd., for example, or TG Cellular World Co., Ltd. The company is the single operator in charge of managing the rental space in Big C Shopping Center for mobile phones and technology products.

## 2.2. Development and management of the space in the form of community markets under the name of “J Market”

In the form of a community market, business development and area management are combined. It is a project formed from the desire for the company to expand its real estate development business and manage the area surrounding a market or shopping center that serves as a community center, such as a flea market or bazaar, to generate revenue through another channel. The company will rent the area from the owner of the area to be renovated and allocated by both the form of letting the area manager rent the area for further allocation. or manage the area in the said project itself the format of the community market will target middle-lower-level customers. which is a large customer base.

As of December 31, 2021, the Company has a total of 4 J Market projects, namely (1) J Market @ Amornphan Kaset Project (2) J Market Housing Thani 4 Project (3) J Market Sai Ma Project (4) J Market Ladplakhao Project (Plearn Market Project) at Lat Pla Khao Road, Bang Khen District, Bangkok, in the form of a night market However, the company has returned the area of J Market Housing Thani 4 in December 2021.

### 1) Service Detail

#### *J Market @ Amornpan Kaset*

J Market @ Amornpan Kaset is the first project developed and managed by the Company in forms of community market, located at Amornpan Market, Phaholyothin Road, Bangkok, Bangkok. The Company leases land and buildings at Amornpan Market from its former owner to decorate and allocate as a space for rent. Such project has a total area for rent of 3,800 square meters. The tenants of J Market @ Amornpan Kaset include the bazaar, convenience store, restaurants and beverages, and beauty shops. All areas are solely managed by the Company.

#### *J Market Saima*

J Market Saima is the third project developed and managed in forms of community market, located on Ban Saima Road, Muang District, Nonthaburi, which was opened since November 2014. The Company leases space surrounded by Mini Big C and 7-eleven, a convenience store, and then modified and allocated the space for tenants interested. Currently, J Market Saima is mainly leased for opening as a retail outlet, restaurant, and miscellaneous shop.

#### *J Night Market at Lad Plakhao*

J Night Market is the fourth project which is developed and managed in forms of community market, opened in September 2015. The project is located on Lad Plakhao Road, Bangkok District, Bangkok with a different scheme from the previous 3 projects since it is in forms of night market comprising a flea market zone, food zone, and miscellaneous shop, opening from 17.00-24.00 hrs in order to meet the demand of nearby communities with a large number of residents. Moreover, the project is opposite to The Jas Ramintra which helps boost both marketing and customer traffic.

### 2) Market and Competition

#### Target Customers

Target customers can be divided into 2 groups according to nature of the project as follows:

#### *J Market @ Amornpan Kaset*

J Market @ Amornpan Kaset is a space for rent in commercial buildings and surrounding areas. Target customers are categorized as follows:

- ▶ Retail seller: These tenants are individual or small corporate without their own brand who want to have their own business such as game shop, tutor school, miscellaneous shops, food outlets, and bazaar.
- ▶ Tenants with their own brands: Most of tenants in this group, such as Watson shop, have their own brand and look for rental area with an appropriate size in good location.

#### *J Market Saima Project*

The J Market Saima project has an open space for rent that is close to the community. Therefore, there are different customer groups from the J Market @Amonphan Agriculture project, which can be divided as follows:

1. General retail space tenants - This group of tenants are individual customers who want to have their own stores, such as food and beverage shops, miscellaneous goods stores.
2. Small Market Area Managers - These areas' tenants have previous management expertise. To continue renting a flea market or bazaar, subtract the area to be given and distribute it with the tiny renters.

#### *J Market Lad Plakhao*

J Market Lad Plakhao (J Night Market) is a space for rent in forms of open space and room unit close to the community with the following target customers.

- ▶ Retail seller: This group of customer demand for both open space and room unit. Most of them are individual who have their own shops such as fashion boutique, food and beverages, and miscellaneous shops.
- ▶ Tenants with their own brands: These tenants may have more than 1 branch and demand for big room units in a good location for operating restaurants and alcoholic beverages.

### 3) **Industry overview**

A community market is a type of area development and management enterprise that reaches out to many sub-community areas. However, the Company's management predicts that the majority of the Company's competitors in the same business will most likely own the area that is rented for the nearby flea market. And the growth rate of the said business will be in the same direction as the retail business. This is because the occupancy rate in the community market has the same impact factor as the demand for retail space, namely economic growth rate and consumer confidence.

#### 2.3. **Development and management of the space in the form of community malls (The Jas)**

The development and space management business in the type of a community retail center ("under the name of The Jas") is a project created from a company's desire to expand its real estate development business and generate consistent revenue (Recurring Income). The Company will invest in the land or enter into a long-term land lease agreement to build and maintain the Community Mall project. In 2012, the Company invested in the purchase of land in the area Ladprao Wang Hin Road, Lad Phrao Subdistrict, Lat Phrao District, area 5 rai 2 ngan 20 square wa (total 2,220 square wa) to develop The Jas Wang Hin shopping center project. Later, the company Has developed the second project by having a long-term land lease agreement. In 2015, the Jas project, the 2nd branch, was opened, The Jas Ramintra, at Lat Pla Khao Road, Bang Khen District, Bangkok, with an area of more than 9 rai. In addition, the corporation signed a long-term land lease arrangement in 2016. Located in the Srinakarin Road neighborhood, on an area of over 11 rai. The Jas Urban Srinakarin project, which will be the company's third community shopping mall, launched in late 2018. For the year 2019, the company has leased land on Sukprayoon Road, Na Pa Subdistrict, Chonburi Province, to develop JAS Village, Amata, Chonburi, the company's fourth community retail center project, was completed and opened for operation in August 2020, and the company has launched a new community mall, JAS Green Village, Khubon, located on Kubon Road, Khlong Sam Wa District, Bangkok, on an area of over 22 rai, which is a source of many communities that will make the company successful. Rental income is expected to rise in the future.

#### 1) **Product or service characteristics**

##### *The Jas Wang Hin Project*

It's an open-air shopping complex that serves as a community mall. The project's location, which is surrounded by residences, is the project's highlight. It is a densely populated region with various access points. as well as the proper and consistent allocation of space (Tenant Mix) with the daily lives of the target customers, who are housewives, families, and inhabitants in such locations Food and beverage establishments will be the focus, accounting for 60% of the leased area. Furthermore, the project includes a parking facility with a capacity of more than 250 automobiles, which will be sufficient to handle many consumers who will utilize the service.

##### *The Jas Ramintra Project*

In the guise of an Open Shopping Center, it is the Company's second Community Mall. The project's highlight is its location, which is bordered by rapidly growing housing. continuously, which will be adjacent to the planned pink line station. The project is surrounded by village projects and condominiums. The rental space allotment has been handled to be diverse to meet the target groups. There are more than 350 parking places, enough to accommodate a group of consumers

who will come to utilize the service, whether it is a food store, beauty, fitness, and education centers such as Starbucks, Max Value 24 hours, Mr. DIY, Amazon Café, KFC, MK restaurant.

#### *The Jas Urban Srinakarin*

It is a mixed-style community mall (Community Mall) with both an Open Mall and a Closed Mall. On Srinakarin Road, both buildings have walkways and connecting places. It is a shopping center with a modern design theme. Inside, there is a green space. as well as outside the structure There is a nice spot for shooting pictures so that consumers may feel shady and not crowded. includes significant tenants such as Starbuck Top Supermarket and the SF Cinema.

The Company has recently established a new shopping center project in the community shopping center development market. The Jas Village Kubon project, which has a location in Bangkok, was launched in the fourth quarter of the previous years.

## 2) **Marketing and Competition**

### **Characteristics of customers and target customers**

Customers of The Jas 3 projects, the company can be divided into 2 types: the main tenants. and small tenants with details as follows:

1. Major tenants - Tops Market, Starbucks, Max Value MK Restaurant, Yayoi, Swensens, and other major tenants are located in the Jas project. Each master tenant will be carefully chosen by the organization based on the needs of the customers. use the service that will result in the project's image The tenants in this group are crucial to the project's success. Because it's a store that caters to small businesses. and the project's service users.
2. Small tenants - The Jas project has a number of small tenants who sell a variety of consumer products and services. This will allow the project to have a variety of products and services that satisfy the demands of users as much as possible, in addition to the main tenant group's goods or services.

The Company will monitor on the tenants' operations and analyze market data on a regular basis. so that all tenant combinations are optimally matched to service users including locating new tenants that offer well-liked goods or services. To add variety and originality to the project's target customer group's products and services

#### Users of The JAS project

Because there are many villages in the area and many transportation routes that may be accessible, the target consumers who come to use the services of The Jas' three projects will be family groups and those who live or work in the vicinity of around 3-5 kilometers around the area.

## 3) **Industrial conditions**

The retail industry is expected to decrease in 2021, according to the retail business outlook. The whole retail business is predicted to decrease by around 6.3 percent because of the 2019 coronavirus outbreak crisis (according to Kasikorn Research Center). Government lockdowns have an impact on shopping malls. by permitting the shopping mall to be temporarily shuttered at the start of 2021 and only the portion utilized to purchase consumer items to reopen. The company's retail center, on the other hand, is an open shopping mall and can continue to operate. The company sees possibilities for expansion in the retail industry in the future, with a particular focus on building synergy with the Jay Mart group of enterprises. to work together to develop commercial prospects in Bangkok and other provinces Jay Mart's JAS Asset is a real estate development company. This will provide the group with a solid real estate foundation in the future.

## 2.4. **Real estate development (Newera Condominium)**

### 1) **Product or service characteristics**

The Company has currently completed a condominium project under the name "Newera," which is ready for sale and transfer to consumers and is located on Soi Sukonthasawat 38, Sukhonsawat Road. Which can be connected to the Ekkamai Ramintra Line, with a parcel of land in the development of 1 rai 3 ngan 88 wa, with 177 rooms for sale, 8 stories, and the project's idea is "WELCOME TO THE NEW ERA OF LIVING" or found with the happy time of living 24 hours a day. NEWERA Condo is there to bring joy to your life 24 hours a day. More than 80% of the

condominiums in the total number of condominiums have already been transferred by the corporation.

## 2) Marketing and Competition

Characteristics of customers and target customers

Customers in the Newera project include those who want to live or invest near their place of work in Sukhontha Sawat, as well as office workers in the area, which is a large community with offices, and those who want to invest because the electric train may expand its route to this area in the future.

## 3) Industrial Conditions

The condominium real estate development sector is highly competitive, with a wide range of markets and consumer categories, the majority of which are segmented based on price per square meter. And the site where the Newera project's pricing level is considered to be in the middle of the price range. It caters to a huge market. There aren't many new condos close or on Sukhon Sawat Road. It is regarded as a place with market potential for buyers interested in purchasing condominium complexes.

## 3. Assets for Operation

As of 31 December 2021, the Company's assets for operation are as follows:

### 3.1 Investment properties – net

Project	Rental Period (Year)	Commence ment Date	Expiration Date	Book Value as of 31 Dec 21 (Million Baht)
1. The JAS Wanghin	-	-	-	517.2
2. The Jas Ramintra	30	1 Oct 2013	30 Sep 2043	449.1
3. J Night Lad Plakhao)	12	1 Jul 2015	30 Jun 2027	45.7
4. Jas Urban Srinakarin	24	1 Feb 2016	30 Sep 2040	892.5
5. Jas Village Chonburi	30	1 Sep 2021	29 Feb 2044	308.1
6. Jas Green Village Kubon	30	4 Feb 2020	30 Aug 2051	971.6
7. IT Junction (24 branches) near J.Market Saima and J.Market Amornpan Kaset	1-12	-	-	139.5
8. Project under development	30	1 Sep 2021	30 Aug 2051	138
<b>Total</b>				<b>3,461.7</b>

### 3.2 Land and Equipment – net

Item ((Million Baht)	Cost	Accumulated Depreciation	Net Book Value
1. Land	3.0	-	3.0
2. Decoration	19.4	15.6	3.8
3. Equipment	79.6	61.3	18.3
4. Vehicles	7.1	1.4	5.7
<b>Total</b>	<b>109.15</b>	<b>78.32</b>	<b>30.83</b>

### 3.3 Intangible Asset – net

As of 31 December 2021, book value of company software program is equivalent to Baht 1.33 million.

## 4. Details of Directors, Management, and Top 10 Major Shareholders

As of 31 March 2022, the management structure comprises of Board of Directors and 3 sub-committees which are Executive Committee, Audit Committee, and Nomination and Remuneration Committee. The details of which are as follows:

## The Board of Directors

As of 31 March 2022, the Board of Directors is comprised of the following 7 members:

No.	Name	Position
1	Mr. Sukont Kanjanahattakit	Chairman of the Board of Directors / Independent Director
2	Mr. Adisak Sukumvitaya	Director
3	Ms. Yuvadee Pong-acha	Director
4	Mr. Suphot Sirikulphat	Director
5	Mr. Premon Pinskiul	Chairman of Audit Committee / Independent Director
6	Mr. Anucha Viriyachai	Member of Audit Committee / Independent Director
7	Ms. Pannee Choedrum-phai	Member of Audit Committee / Independent Director

## Authorized Director of the Company

Mr. Adisak Sukumvitaya or Ms. Yuvadee Pong-acha sign jointly with Mr. Suphot Sirikulphat, totally two persons with company seal.

## Executive Committee

As of 31 March 2022, the Executive Committee is comprised of the following 3 members:

No.	Name	Position
1	Ms. Yuvadee Pong-acha	Chairman of the Executive Committee
2	Mr. Suphot Sirikulphat	Member of Executive Committee
3	Miss.Pimpisa Khonmeesat	Member of Executive Committee

## Audit Committee

As of 31 March 2022, the Audit Committee is comprised of the following 3 members:

No.	Name	Position
1	Mr. Premon Pinskiul	Chairman of the Audit Committee / Independent Director
2	Mr. Anucha Viriyachai	Member of Audit Committee / Independent Director
3	Ms. Pannee Choedrum-phai	Member of Audit Committee / Independent Director
	Miss Kanokkarn Samaputti	Secretary to Audit Committee

## Nomination and Remuneration Committee

As of 31 March 2022, the Nomination and Remuneration Committee is comprised of the following 3 members:

No.	Name	Position
1	Ms. Pannee Choedrum-phai	Chairman of Nomination and Remuneration Committee
2	Ms. Yuvadee Pong-acha	Member of Nomination and Remuneration Committee
3	Mr. Anucha Viriyachai	Member of Nomination and Remuneration Committee

## The Management

As of 31 March 2022, the Management is comprised of the following 7 members:

No.	Name	Position
1	Mr. Suphot Sirikulphat	Chief Executive Officer
2	Miss.Pimpisa Khonmeesat	Senior Manager of Operation Department
3	Miss Wandee Pibul	Senior Manager of Finance Department
4	Ms. Kanokarn Samapudhi	Senior Manager of Accounting Department
5	Miss Wilasinee Sriyaiwong	Manager of IT Junction Business Department
6	Mr. Jarong Kalasri	Manager of Marketing Department
7	Mr. Padungkiat Thongkham	Senior Division Manager

## Top Ten Major Shareholders

Major shareholders of the Company as of 9 March 2022 are as follows:

No.	Name of Shareholders	No.of Share	% of Paid-up Capital
1	JMART PCL.	613,810,357	66.07
2	BTS Group Holdings PCL.	38,900,000	4.19
3	Thai NVDR Co., Ltd.	14,581,512	1.57



No.	Name of Shareholders	No.of Share	% of Paid-up Capital
4	Mr. Chatchai Wongsakulchai	12,006,406	1.29
5	Mr. Somchai Tangwongsamart	10,500,000	1.13
6	SF Corporation PCL	10,000,000	1.08
7	Miss Yuvadee Pong-acha	8,519,958	0.92
8	Mr. Adisak Sukumvitaya	7,715,411	0.83
9	Mr. Somsak Srisutatkoorn	6,435,500	0.69
10	Others	206,599,323	22.24
<b>Total</b>		<b>929,068,467</b>	<b>100.00</b>

## 5. History of Capital Increase and Dividend Payment of the Previous 3 Years

### 5.1 Capital Increase

Unit: Million Baht

Year	Registered capital			Paid-up capital		
	Before	Change	After	Before	Change	After
2019	480.85	601.06 <sup>1</sup>	1,081.91	480.85	312.96	793.81
2020	1,081.91	(87.75) <sup>2</sup>	994.16	793.81	-	793.81
2021	994.16	-	994.16	793.81	135.26 <sup>3</sup>	929.07

#### Remark:

<sup>1</sup> The Annual General Meeting of Shareholders 2019 held on 17 April 2019 has resolved and approved to increase the Company's capital in the amount of Baht 601,058,766 from Baht 480,847,012 to Baht 1,081,905,778 by issuing 601,058,766 new ordinary shares with a par value of Baht 1.00 each in order to offer to existing shareholders in proportion to their shareholdings and the exercise of warrant to purchase ordinary shares no.1 ("J-W1") divided into:

(1) The allocation of 400,705,844 shares with a par value of Baht 1.00 each to existing shareholders in proportion to their shareholdings (Right Offering) in the ratio of 1.2 existing shares to 1 newly issued share

(2) The allocation of 200,352,922 shares with a par value of Baht 1.00 each to reserve for the exercise of warrant to purchase ordinary shares no.1 ("J-W1"), such warrant shall be issued and offered to shareholders who subscribed newly issued ordinary shares and received the allocation of new ordinary shares offering to existing shareholders in proportion to their shareholding (Right Issue) and oversubscription (Excess Rights). In this regard, the paid-up capital in the amount of Baht 601,058,766 as shown in the table above is calculated based on the assumption that the Company can offer the whole amount of newly issued ordinary shares to shareholders and the warrant holders exercise all their rights to purchase ordinary shares.

<sup>2</sup> On 4 June 2020, the Annual General Meeting of the Company's shareholders approved a decrease in the Company's registered share capital from Baht 1,082 million to Baht 994 million by cancelling 88 million of registered shares (par value of Baht 1 each) that had not yet been allocated totaling Baht 88 million. The Company registered the decrease in its registered share capital with the Ministry of Commerce on 11 June 2020.

<sup>3</sup> On 31 March 2021, the warrant holders exercised 135,261,177 warrants to purchase 135,261,177 ordinary shares at an exercise price of Baht 2 per share, totalling Baht 270,522,354. In March 2021, the Company received full payment for the shares. The Company registered the increase in its share capital with the Ministry of Commerce on 2 April 2021 and the additional shares of the Company were traded in the Stock Exchange of Thailand from 8 April 2021.

### 5.2 Dividend Payment

The Company has policy to pay dividend at the rate of not less than 50 percent of the net profit after corporate income tax and statutory reserve as stated in the consolidated financial statements. However, the Board of Directors shall have the power to consider not complying with the policy or changing the policy from time to time provided that doing so will be in the best interest of the shareholders and its subsidiaries. For example, the Board of Directors may decide not to pay dividend and use the profit as a reserve for debt repayment or expansion of the business or due to the changing market environment which may affect the future cash flow of the Company and its subsidiaries. The 3-year historical dividend payment is as follows:



Year	2019	2020	2021
Earnings per share (Baht)	0.03	0.07	0.18
Dividend per share (Baht)	-	0.03	0.03

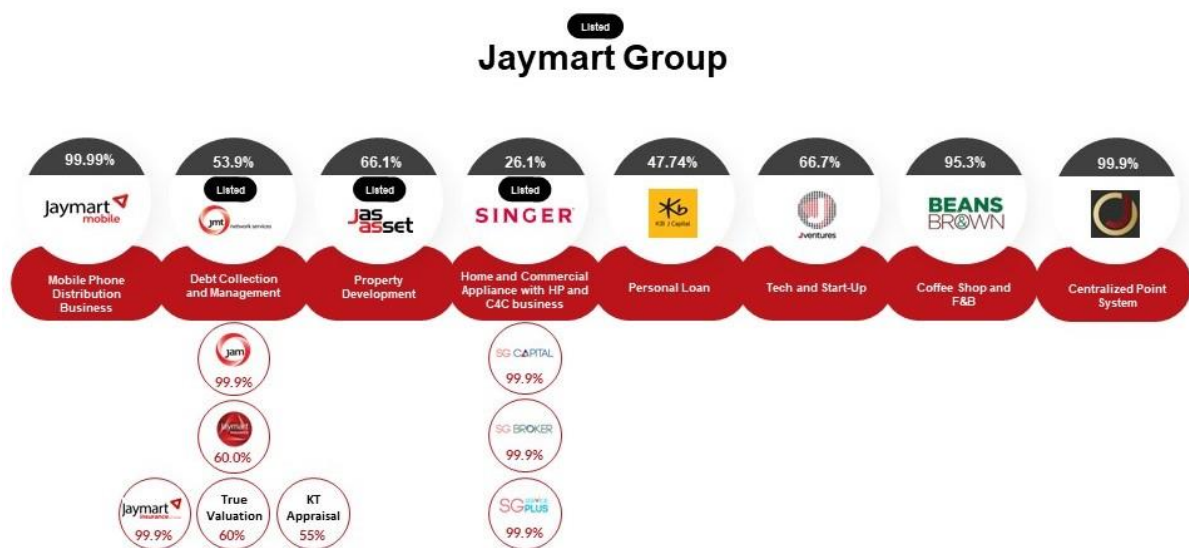
## 6. Company Organization and its Subsidiaries

The Company is a subsidiary of Jay Mart Group, which consists of Jay Mart Public Company Limited (JMART), JMT Network Services Public Company Limited (“JMT”). JMART is a major shareholder of JAS Asset Public Company Limited with 66.1% of the paid-up capital.

The Company manages rental space within the shopping center in the mobile phone segment and technological products. And the main source of money is from renting out space. JMART, on the other hand, is in the business of supplying mobile phones, accessories, and technological products. JMT conducts a debt collecting service through Jay Mart's store, as well as non-performing debt management.

As a result, companies in the J group Mart have no business interaction or competition with the Company. The following is a summary of JMART Group's shareholding structure:

Jay Mart Group's shareholdings as of December 31, 2021



### Part 3 – Summary of Financial Statement of Jas Asset Public Company Limited

Statement of Financial Position	31 Dec 19 <sup>1</sup>		31 Dec 20		31 Dec 21	
	Million Bt.	%	Million Bt.	%	Million Bt.	%
<b>Assets</b>						
Cash and cash equivalents	2.7	0.1	6.6	0.2	22.3	0.6
Trade accounts and other receivable	61.9	2.7	41.0	1.3	105.8	2.8
Property development costs	165.6	7.2	91.1	2.8	86.0	2.3
Prepaid income tax	23.5	1.0	17.2	0.5	12.9	0.3
Other current assets	8.1	0.1	10.4	0.3	15.6	0.4
<b>Total current assets</b>	<b>261.8</b>	<b>11.3</b>	<b>166.3</b>	<b>5.1</b>	<b>242.6</b>	<b>6.4</b>
Deposits	111.3	4.8	110.1	3.4	56.4	1.5
Investment properties - net	525.0	22.7	2,904.4	89.7	3,461.7	91.2
Leasehold rights and buildings	1,288.5	55.8	-	-	-	-
Property, Plant, and Equipment - net	65.9	2.9	31.8	1.0	30.8	0.8
Intangible assets - net	3.3	0.1	2.4	0.1	1.3	0.0
Deferred tax assets	29.2	1.3	20.7	0.6	0.0	0.0
Other non-current assets	25.3	1.1	1.9	0.1	1.8	0.0
<b>Total non-current assets</b>	<b>2,048.5</b>	<b>88.7</b>	<b>3,071.3</b>	<b>94.9</b>	<b>3,552.0</b>	<b>93.6</b>
<b>Total assets</b>	<b>2,310.3</b>	<b>100.0</b>	<b>3,237.6</b>	<b>100.0</b>	<b>3,794.6</b>	<b>100.0</b>
<b>Liabilities</b>						
Bank overdrafts and short-term borrowings from financial institution	96.5	4.2	118.6	3.7	124.4	3.3
Trade accounts and other payable	119.5	5.2	56.2	1.7	66.9	1.8
Retention guarantees	9.0	0.4	9.7	0.3	13.9	0.4
Advance received from customers	4.9	0.2	0.2	0.0	0.2	0.0
Current portion of long-term liabilities						
- Loans	126.2	5.5	112.4	3.5	100.1	2.6
- Lease Liabilities	0.33	0.03	105.2	3.2	91.5	2.4
- Short term loan from related party	-	-	113.0	3.5	200.0	5.3
- Short term loan	39.5	1.7				
- Debentures	98.9	4.3	0.0	0.0	196.6	5.2
Other current liabilities	10.5	0.5	14.9	0.5	13.1	0.3
<b>Total current liabilities</b>	<b>505.3</b>	<b>21.9</b>	<b>530.2</b>	<b>16.4</b>	<b>806.7</b>	<b>21.3</b>
Long-term loans - net of current portion	402.0	17.4	371.7	11.5	365.4	9.6
Long-term lease liabilities - net of current portion	0.20	0.0	694.1	21.4	746.5	19.7
Debentures - net of current portion	-	-	194.9	6.0	0.0	0.0
Deposits received from lessees	103.5	4.5	83.4	2.6	93.1	2.5
Deferred tax liability	-	--	0.0	0.0	15.8	0.4
Other non-current liabilities	16.2	0.7	25.5	0.8	25.2	1.1
<b>Total non-current liabilities</b>	<b>521.9</b>	<b>22.6</b>	<b>1,369.6</b>	<b>42.3</b>	<b>1,246.0</b>	<b>32.8</b>
<b>Total liabilities</b>	<b>1,027.1</b>	<b>44.5</b>	<b>1,899.8</b>	<b>58.7</b>	<b>2,052.7</b>	<b>54.1</b>
<b>Shareholders' equity</b>						
Authorized share capital	1,081.9		994.2		994.2	
Issued and fully paid-up share capital	793.8	34.4	793.8	24.5	929.1	24.5
Share premium	329.5	14.3	329.5	10.2	464.8	12.2
Retained earnings						
- Appropriated - legal reserve	38.5	1.7	41.4	1.3	49.4	1.3
- Unappropriated	121.3	5.3	173.1	5.3	298.6	7.9
<b>Total shareholders' equity</b>	<b>1,283.1</b>	<b>55.5</b>	<b>1,377.8</b>	<b>42.6</b>	<b>1,741.9</b>	<b>45.9</b>
<b>Total liabilities and shareholders' equity</b>	<b>2,310.3</b>	<b>100.0</b>	<b>3,237.6</b>	<b>100.0</b>	<b>3,794.6</b>	<b>100.0</b>

Source: Financial Statements of the Company <sup>1</sup> Consolidated financial statement

Statement of Comprehensive Income	31 Dec 19 <sup>1</sup>		31 Dec 20		31 Dec 21	
	Million Bt.	%	Million Bt.	Million Bt.	%	Million Bt.
Rental income	465.8	57.4	320.7	61.5	271.7	62.7
Revenue from contracts with customers	424.6	38.4	191.7	36.7	111.9	25.8
Other income	38.1	4.1	9.2	1.8	49.9	11.5
<b>Total revenues</b>	<b>928.5</b>	<b>100.0</b>	<b>521.6</b>	<b>100.0</b>	<b>433.5</b>	<b>100.0</b>
Cost of rental	507.1	46.2	45.0	8.6	28.3	6.5
Cost of sales	213.8	31.4	140.7	27.0	85.6	19.7
<b>Gross profit</b>	<b>169.5</b>	<b>18.3</b>	<b>326.8</b>	<b>62.6</b>	<b>269.7</b>	<b>62.2</b>
Gain (loss) on fair value adjustment of	6.1	0.7	-97.3	-18.6	65.6	15.2

Statement of Comprehensive Income	31 Dec 19 <sup>1</sup>		31 Dec 20		31 Dec 21	
	Million Bt.	%	Million Bt.	Million Bt.	%	Million Bt.
investment properties						
Reversal of allowance for impairment of assets	0.2	0.0	3.4	0.6	0.0	0.0
Gain on sale of investment in subsidiary	27.3	2.9	-	-	-	-
Profit before expenses	241.1	26.0	242.1	46.4	385.1	88.8
Selling and distribution expenses	107.6	11.6	63.7	12.2	56.2	13.0
Administrative expenses	88.4	9.5	60.0	11.5	66.3	15.3
<b>Operating profit</b>	<b>44.9</b>	<b>4.9</b>	<b>118.4</b>	<b>22.7</b>	<b>262.7</b>	<b>60.6</b>
Finance income	-	-	1.9	0.4	1.3	0.3
Finance cost	54.3	5.6	61.8	11.8	66.1	15.2
Income tax expenses	-	-	-2.1	-0.4	-36.5	-8.4
<b>Profit for the year</b>	<b>17.2</b>	<b>1.9</b>	<b>56.4</b>	<b>10.8</b>	<b>161.4</b>	<b>37.2</b>

Source: Financial Statements of the Company <sup>1</sup> Consolidated financial statement

Statements of Cash Flows (Unit: Million Baht)	31 Dec 19 <sup>1</sup>	31 Dec 20	31 Dec 21
Net cash generated from (used in) operating activities	138.3	305.6	218.4
Net cash generated from (used in) investing activities	(52.2)	(223.3)	(313.9)
Net cash generated from (used in) financing activities	(104.8)	(78.4)	111.2
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(18.7)</b>	<b>3.9</b>	<b>15.7</b>

Source: Financial Statements of the Company <sup>1</sup> Consolidated financial statement

Financial Ratios	Unit	31 Dec 19 <sup>1</sup>	31 Dec 20	31 Dec 21
Return on equity	%	0.3	1.7	4.3
Return on assets	%	0.8	1.4	1.2
Debt to equity ratio	Times	0.80	0.07	0.18
Basic Earnings per Share	Baht/Share	0.3	1.7	4.3

**Subscription Form for Newly Issued Ordinary Shares of  
JAS Asset Public Company Limited (the “Company”)**

**offered to existing shareholders with the right ratio of 4.93009 existing shares to 1 new share**

Ticker: J

**Right offering of 190,000,000 newly issued shares, par value of Baht 1.00 per share, at the Offering price of Baht 4.25,  
together with the Warrants to purchase ordinary shares of the Company No.2 (J-W2) and No.3 (J-W3) without any charge**

**Subscription Date**   ☐ 17 May 2022        ☐ 18 May 2022        ☐ 19 May 2022        ☐ 20 May 2022        ☐ 23 May 2022

**Subscriber, please clearly fill in the spaces below**

To the directors of JAS Asset Public Company Limited and/or KGI Securities (Thailand) Company Limited (“KGI”), the Subscription Agent of the Company (Please specify type of subscriber)

☐ Natural Person of Thai Nationality ID Card No. ....        ☐ Natural Person of Alien Nationality Alien Card/Passport No. ....

☐ Juristic Person of Thai Nationality Company Registration No. ....        ☐ Juristic Person of Alien Nationality Company Registration No. ....

Name ☐ Mr. ☐ Mrs. ☐ Miss ☐ Juristic Person ☐ Other (Specify .....)

Address according to the list of shareholders who appear on the record date for determining the names of shareholders who are entitled to the offer for sale of newly issued ordinary shares together with the warrants in proportion to their respective shareholdings (Record Date) as of 26 April 2022

Telephone No. .... Nationality ..... Tax ID No. .... Type of Tax Payment: ☐ Non Withholding Tax ☐ Withholding

I/We hold the existing ordinary shares according to the list of shareholders who appear on the record date for determining the names of shareholders who are entitled to the offer for sale of newly issued ordinary shares together with the warrants in proportion to their respective shareholding (Record Date) as of 26 April 2022, I/We hereby intend to subscribe and request for allocation of newly issued ordinary shares together with the warrants of the Company as follows:

Subscription Type	Subscribed Shares (Shares)	Offering Price (Baht per Share)	Total Amount (Baht)	Amount (In Words)
<input type="checkbox"/> Subscribe less than entitled subscription right		<b>4.25</b>		
<input type="checkbox"/> Subscribe all entitled subscription right		<b>4.25</b>		
<input type="checkbox"/> Subscribe more than entitled subscription right		<b>4.25</b>		
Total				

The subscriber must submit this subscription form together with the required documents and proof of payment for the subscription payment (copy of Bill Payment) by paying through the Bill Payment system as follows:

1. Counter KasikornBank Public Company via Bill Payment ☐ Transfer ☐ Transfer via cheque/ cashier cheque/ Draft

No. .... Date ..... Bank .....

2. Payment via Electronic Bill Payment channels of all banks that provide cross-bank bill payment services. (please specify Ref.1 ID Card number and Ref. 2 account number or telephone number

☐ Transfer via internet banking (Bank ..... ) ☐ Transfer via mobile banking ( Bank ..... )

**Payment to “KGI Securities (Thailand) plc. for securities subscription” Current Account number 099-1-31614-0, Kasikorn Bank Plc, Phahonyothin Branch**

If the shares are allotted to me, I hereby agree to the following procedure: (Please select one of the following)

☐ Issue a share certificate in the name of “Thailand Securities Depository Company Limited for Depositors” for the allotted shares and arrange for participant name ..... No. .... to deposit those shares with for Thailand Securities Depository Company Limited (“TSD”) for security trading account No. .... Name ..... which I have with the said Company (The subscriber’s name must be correspondent with the trading account name, otherwise the share certificated will be issued to subscriber)

☐ Issue a share certificate in the name of “Thailand Securities Depository Company Limited” and deposit those shares with Thailand Securities Depository Company Limited under issuer account (account number 600) in my/our name account. (For issuing a share certificate later, subscriber shall pay the fees as specified by Thailand Securities Depository Company Limited). In case of depositing shares in the account number 600, please fill the TSD form “U.S. Indicia Checklist (For Individual & Juristic Person)” and “Entity Status Certification and Information Disclosure Consent Form under FATCA (For subscriber who is juristic person) If TSD form are not submitted or if you have any indicia of U.S. status, the Company reserves the right not to deposit shares under Account No.600. A share certificate in the name of a subscriber will be issued and delivered to the subscriber by registered mail to the name and address shown in the database appearing on the record date for determining the names of shareholders who are entitled to the offer for sale of newly issued ordinary shares in proportion to their respective shareholdings.

☐ Issue a share certificate in my name and deliver by registered postal mail to the name and address appeared in the shareholder register book on 26 April 2022 within 15 business days from the end of the subscription period (share certificate only) (The Company shall have no liability if the shareholder cannot sell the allocated shares on the first trading day)

In case where I have not been allocated shares or have been allocated shares in an amount less than the amount subscribed, I hereby agree to have the Company refund the subscription amount for those not allocated shares without interest and without indemnity to me by: (In case that the subscriber has not specified method, the Company or KGI shall refund to subscriber by issuing a crossed cheque method.)

☐ Transfer to my account Bank ..... Account No. .... Branch ..... (The account name has to be the same as my/our own name) (Request for a certified true copy of the front page of saving account book or a statement of current account)

☐ Cheque made payable to me and sent via registered mail to the address appeared at the closing date of shareholder register book as at 26 April 2021

If the subscriber has a security trading account and provides the details of its bank account to KGI, the refund will be made through an ATS transfer to such bank account.

I hereby undertake to purchase the said number of shares or any amount allotted to me and shall not cancel my subscription. In case I have not provided the Subscription Form with clearly and fully filled information and all required documents including the payment or in case the Cashier Cheque/Personal cheque/Bank draft has not been honored, I/we shall be deemed to have given up my/our subscription right without conditions. I hereby undertake that I studied the Notice of the Allocation, Subscription Documents and all information relevant to the Share Offering and agree to the conditions as stated in the Information Memorandum and/or as may be amended in the future. I/We hereby confirm that I/We am/are shareholders who are entitled to the offer for sale of newly issued ordinary shares in proportion to my/our respective shareholding and have true beneficiary to such shareholding.

I/We hereby confirm that I/we am/are located outside the United States and not a U.S. person/U.S. persons (as defined in Regulation S (“Regulation S”) under the U.S. Securities Act of 1933 (“U.S. Securities Act”)) and outside Canada, the People’s Republic of China and South Africa. Investment in securities involves certain risks. Investors should study and understand the information in the Notice of Allocation thoroughly before making a decision on investment. THIS SUBSCRIPTION FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS SUBSCRIPTION FORM IS SUBMITTED ON A CONFIDENTIAL BASIS AND IS PERSONAL TO THE SHAREHOLDER(S) RECEIVING THIS FORM AND MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON (OTHER THAN YOUR PROFESSIONAL ADVISORS) NOR BE REPRODUCED IN ANY MANNER. This subscription form and the accompanying Notice of Allocation do not constitute, or form part of, any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any shares in any circumstance in which such offer or solicitation is unlawful. This document is being distributed outside the United States to non-U.S. persons (as defined in Regulation S under the U.S. Securities Act) in “offshore transactions” as defined in, and pursuant to, Regulation S under the U.S. Securities Act and outside Canada, the People’s Republic of China and South Africa. This subscription form should be read in conjunction with the Notice of Allocation, and applications to subscribe for shares in the Company may only be made and accepted subject to the subscription terms and conditions set out in the Notice of Allocation.

**Please be aware that there is risk involved in stock investment**

Signed ..... Subscriber

**Please read the Notice of the Allocation thoroughly before subscribing**

(.....)

**Subscription receipt for Ordinary Shares together with the warrants of JAS Asset Public Company Limited (the “Company”) (Subscriber, please fill out this portion)**

Subscription Date   ☐ 17 May 2022        ☐ 18 May 2022        ☐ 19 May 2022        ☐ 20 May 2022        ☐ 23 May 2022        Subscription No. ....

KGI Securities (Thailand) Public Company Limited received payment from (The name as specified in the subscription form) ..... Baht via Bill Payment system as follows:

For a subscription of ordinary shares of the Company of ..... Shares at **Baht 4.25 per share** totaling ..... Baht via Bill Payment system as follows:

1) Counter KasikornBank Public Company ☐ Transfer via Bill Payment of KasikornBank ☐ Transfer via cheque/ cashier cheque/ Draft via Bill Payment of KasikornBank cheque

No. .... Date ..... Bank .....

2) Payment via Electronic Bill Payment channels of all banks that provide cross-bank bill payment services. (please specify Ref.1 ID Card number and Ref. 2 account number or telephone number

☐ Transfer via internet banking (Bank ..... ) ☐ Transfer via mobile banking ( Bank ..... )

If the subscriber receives the allocation of the aforesaid shares, the subscriber requests as follow:

☐ Issue a share certificate in the name of “Thailand Securities Depository Company Limited for the Depositors” Participant No. .... Security trading account No. ....

☐ Issue a share certificate in the name of “Thailand Securities Depository Co., Ltd.” and deposit those share under Issuer account for my name account number 600

☐ Issue a share certificate in the name of subscriber within 15 business days from the end of the subscription period

Authorized Officer.....

ผู้ฝากเลขที่ Participant No.	ชื่อบริษัท Company Name	ผู้ฝากเลขที่ Participant No.	ชื่อบริษัท Company Name
BROKER			
002	บริษัทหลักทรัพย์ทิสโก้ จำกัด TISCO SECURITIES COMPANY LIMITED	032	บริษัทหลักทรัพย์ เคทีบีเอสที จำกัด (มหาชน) KTBST SECURITIES PUBLIC COMPANY LIMITED
003	บริษัทหลักทรัพย์ พาย จำกัด (มหาชน) PI SECURITIES PUBLIC COMPANY LIMITED	034	บริษัทหลักทรัพย์ฟิลิป (ประเทศไทย) จำกัด (มหาชน) PHILLIP SECURITIES (THAILAND) PUBLIC COMPANY LIMITED
004	บริษัทหลักทรัพย์ ดีบีเอส วิคเคอร์ส (ประเทศไทย) จำกัด DBS VICKERS SECURITIES (THAILAND) COMPANY LIMITED	038	บริษัทหลักทรัพย์ บียอนด์ จำกัด (มหาชน) BEYOND SECURITIES PUBLIC COMPANY LIMITED
005	บริษัทหลักทรัพย์ แลนด์ แอนด์ เฮาส์ จำกัด (มหาชน) LAND AND HOUSES SECURITIES PUBLIC COMPANY LIMITED	048	บริษัทหลักทรัพย์ ไอรา จำกัด (มหาชน) AIRA SECURITIES PUBLIC COMPANY LIMITED
006	บริษัทหลักทรัพย์ เกียรตินาคินภัทร จำกัด (มหาชน) KIATNAKIN PHATRA SECURITIES PUBLIC COMPANY LIMITED	050	บริษัทหลักทรัพย์ เอเอสแอล จำกัด ASL SECURITIES COMPANY LIMITED
007	บริษัทหลักทรัพย์ ซีจีเอส-ซีไอเอ็มบี (ประเทศไทย) จำกัด CGS-CIMB SECURITIES (Thailand) COMPANY LIMITED	051	บริษัทหลักทรัพย์ เอสบีไอ ไทย ออนไลน์ จำกัด SBI THAI ONLINE SECURITIES COMPANY LIMITED
008	บริษัทหลักทรัพย์ เอเชีย พลัส จำกัด ASIA PLUS SECURITIES COMPANY LIMITED	052	บริษัทหลักทรัพย์ จีเอ็มโอ-แซด คอม (ประเทศไทย) จำกัด GMO-Z COM SECURITIES (THAILAND) PCL.
010	บริษัทหลักทรัพย์ เมอร์ริล ลินช์ (ประเทศไทย) จำกัด MERRILL LYNCH SECURITIES (THAILAND) LIMITED	200	บริษัทหลักทรัพย์ เมย์แบงก์ กิมเอ็ง (ประเทศไทย) จำกัด (มหาชน) MAYBANK KIM ENG SECURITIES (THAILAND) PUBLIC CO., LTD.
011	บริษัทหลักทรัพย์ กสิกรไทย จำกัด (มหาชน) KASIKORN SECURITIES PUBLIC COMPANY LIMITED	211	บริษัทหลักทรัพย์ ยูบีเอส (ประเทศไทย) จำกัด UBS SECURITIES (THAILAND) COMPANY LIMITED
013	บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน) KGI SECURITIES (THAILAND) PUBLIC COMPANY LIMITED	213	บริษัทหลักทรัพย์ เอเชีย เวลท์ จำกัด ASIA WEALTH SECURITIES COMPANY LIMITED
014	บริษัทหลักทรัพย์ โนมูระ พัฒนสิน จำกัด (มหาชน) CAPITAL NOMURA SECURITIES PUBLIC COMPANY LIMITED	221	บริษัทหลักทรัพย์ เมอร์ชันทน์ พาร์ตเนอร์ จำกัด (มหาชน) MERCHANT PARTNERS SECURITIES PCL.
015	บริษัทหลักทรัพย์ คิงส์ฟอร์ด จำกัด (มหาชน) KINGSFORD SECURITIES COMPANY LIMITED	224	บริษัทหลักทรัพย์บัวหลวง จำกัด (มหาชน) BUALUANG SECURITIES PUBLIC COMPANY LIMITED
016	บริษัทหลักทรัพย์ธนชาต จำกัด (มหาชน) THANACHART SECURITIES PUBLIC COMPANY LIMITED	225	บริษัทหลักทรัพย์ซี แอล เอส เอ (ประเทศไทย) จำกัด CLSA SECURITIES (THAILAND) LIMITED
019	บริษัทหลักทรัพย์ หยวนต้า (ประเทศไทย) จำกัด YUANTA SECURITIES (THAILAND) COMPANY LIMITED	229	บริษัทหลักทรัพย์ เจพีมอร์แกน (ประเทศไทย) จำกัด JP MORGAN SECURITIES (THAILAND) LIMITED
022	บริษัทหลักทรัพย์ ทรินิตี้ จำกัด TRINITY SECURITIES COMPANY LIMITED	230	บริษัทหลักทรัพย์ โกลเบล็ก จำกัด GLOBLEX SECURITIES COMPANY LIMITED
023	บริษัทหลักทรัพย์ไทยพาณิชย์ จำกัด SCB SECURITIES COMPANY LIMITED	242	บริษัทหลักทรัพย์ ซิตี้คอร์ป (ประเทศไทย) จำกัด CITICORP SECURITIES (THAILAND) LIMITED
026	บริษัทหลักทรัพย์ยูโอบี เคย์เฮียน (ประเทศไทย) จำกัด (มหาชน) UOB KAYHIAN SECURITIES (THAILAND) PUBLIC COMPANY LIMITED	244	บริษัทหลักทรัพย์ แมคควารี (ประเทศไทย) จำกัด MACQUARIE SECURITIES (THAILAND) LIMITED
027	บริษัทหลักทรัพย์ อาร์เอชบี (ประเทศไทย) จำกัด (มหาชน) RHB SECURITIES (THAILAND) PUBLIC COMPANY LIMITED	247	บริษัทหลักทรัพย์ เครดิต สวิส (ประเทศไทย) จำกัด CREDIT SUISSE SECURITIES (THAILAND) LIMITED
029	บริษัทหลักทรัพย์กรุงศรี จำกัด (มหาชน) KRUNGSRI SECURITIES PUBLIC COMPANY LIMITED	248	บริษัทหลักทรัพย์ กรุงไทย ซีมิโก้ จำกัด KRUNGTHAI ZMICO SECURITIES COMPANY LIMITED
030	บริษัทหลักทรัพย์ ไอ วี โกลบอล จำกัด (มหาชน) I V GLOBAL SECURITIES PUBLIC COMPANY LIMITED	924	บริษัทหลักทรัพย์ ฟินันเซีย ไซรัส จำกัด (มหาชน) FINANSIA SYRUS SECURITIES PUBLIC COMPANY LIMITED
CUSTODIAN			
236	ธนาคาร ทิสโก้ จำกัด (มหาชน) TISCO BANK PUBLIC COMPANY LIMITED	328	ธนาคารกรุงศรีอยุธยา จำกัด (มหาชน) BANK OF AYUDHYA PUBLIC COMPANY LIMITED
245	ธนาคารทหารไทยธนชาต จำกัด (มหาชน) TMBTHANACHART BANK PUBLIC COMPANY LIMITED	329	ธนาคารทหารไทยธนชาต จำกัด (มหาชน) TMBTHANACHART BANK PUBLIC COMPANY LIMITED
301	ธนาคารซีทีแบงก์ เอ็น.เอ.(CUSTODY SERVICES) CITIBANK, N.A.-CUSTODY SERVICES	330	ธนาคารฮ่องกงและเซี่ยงไฮ้แบงกิงคอร์ปอเรชั่น จำกัด (เพื่อตราสารหนี้) THE HONGKONG AND SHANGHAI BANKING CORP., LTD. BKK.-BOND
302	ธนาคารไทยพาณิชย์ จำกัด (มหาชน) THE SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED	334	บริษัทหลักทรัพย์ เพื่อธุรกิจหลักทรัพย์ จำกัด (มหาชน) (ก่อตั้งเดียน) TFSC SECURITIES PUBLIC COMPANY LIMITED-CUSTODIAN
303	ธนาคารกรุงเทพ จำกัด (มหาชน) – ผู้รับฝากทรัพย์สิน BANGKOK BANK PUBLIC COMPANY LIMITED – CUSTODY	336	ธนาคารเกียรตินาคิน จำกัด (มหาชน) KIATNAKIN BANK PUBLIC COMPANY LIMITED
304	ธนาคารฮ่องกงและเซี่ยงไฮ้ แบงกิง คอร์ปอเรชั่น จำกัด THE HONGKONG AND SHANGHAI BANKING CORP., LTD. BKK.	337	ธนาคารทหารไทยธนชาต จำกัด (มหาชน) TMBThanachart BANK PUBLIC COMPANY LIMITED
305	ธนาคารกรุงไทย จำกัด (มหาชน) THE KRUNG THAI BANK PUBLIC COMPANY LIMITED	339	ธนาคาร ทิสโก้ จำกัด (มหาชน) (เพื่อรับฝากทรัพย์สิน) TISCO BANK PUBLIC COMPANY LIMITED (CUSTODIAN)
308	ธนาคารกสิกรไทย จำกัด (มหาชน) KASIKORN BANK PUBLIC COMPANY LIMITED	340	ธนาคาร เจพีมอร์แกน เชส (เพื่อค้าตราสารหนี้) JP MORGAN CHASE BANK (BOND TRADING)
312	ธนาคารสแตนดาร์ดชาร์เตอร์ด (ไทย) จำกัด (มหาชน) STANDARD CHARTERED BANK (THAI) PUBLIC COMPANY LIMITED	343	ธนาคาร ซีไอเอ็มบี ไทย จำกัด (มหาชน) CIMB THAI BANK PUBLIC COMPANY LIMITED
316	ธนาคารไชนีสิซี (ไทย) จำกัด (มหาชน) INDUSTRIAL AND COMMERCIAL BANK OF CHINA (THAI) PLC.	350	บริษัทหลักทรัพย์ สยามเวลธ์ จำกัด SIAM WEALTH SECURITIES COMPANY LIMITED
320	ธนาคารดอยช์แบงก์ เอจี สาขากรุงเทพ - เพื่อรับฝากทรัพย์สิน DEUTSCHE BANK AKTIENGESSELLSCHAFT BANGKOK BRANCH-CUSTODY SERVICES	351	บริษัทหลักทรัพย์ เวลธ์ แมจิก จำกัด WEALTH MAGIK SECURITIES CO.,LTD
		425	ธนาคารกรุงไทย จำกัด (มหาชน) (เพื่อลูกค้า) KRUNG THAI BANK PUBLIC COMPANY LIMITED (FOR CUSTOMER)



**แบบสอบถามเพื่อหาข้อบ่งชี้การเป็นบุคคลสหรัฐ (บุคคลและนิติบุคคล)**  
**เฉพาะผู้ประสงค์นำหลักทรัพย์ฝากเข้าบัญชีผู้ออกหลักทรัพย์ ( Issuer Account )**

วันที่.....

ข้าพเจ้า .....

บัตรประจำตัวประชาชน/หนังสือเดินทาง/ทะเบียนนิติบุคคล เลขที่ .....

**สำหรับบุคคลธรรมดา**

- |   |                               |                                 |
|---|-------------------------------|---------------------------------|
| 1. เกิดในสหรัฐอเมริกา                                 | <input type="checkbox"/> ใช่* | <input type="checkbox"/> ไม่ใช่ |
| 2. เป็นพลเมืองอเมริกันหรือมีสัญชาติที่ 2 เป็นอเมริกัน | <input type="checkbox"/> ใช่* | <input type="checkbox"/> ไม่ใช่ |
| 3. มีถิ่นที่อยู่ถาวรในประเทศสหรัฐอเมริกา              | <input type="checkbox"/> ใช่* | <input type="checkbox"/> ไม่ใช่ |

\* หากท่านตอบว่า “ใช่” ในข้อใดข้อหนึ่ง แสดงว่าท่านมีข้อบ่งชี้ว่าอาจเป็นบุคคลสัญชาติอเมริกันตามกฎหมาย FATCA TSD ขอสงวนสิทธิ์ไม่รับฝากหลักทรัพย์ของท่านเข้าบัญชีบริษัทผู้ออกหลักทรัพย์ ดังนั้น ขอให้ท่านโปรดเลือกวิธีรับหลักทรัพย์โดยวิธีอื่นแทน

**สำหรับนิติบุคคล**

- |   |                               |                                 |
|---|-------------------------------|---------------------------------|
| 1. เป็นนิติบุคคลที่จดทะเบียนในประเทศสหรัฐอเมริกา  | <input type="checkbox"/> ใช่* | <input type="checkbox"/> ไม่ใช่ |
| 2. เป็นสถาบันการเงิน ภายใต้ข้อกำหนดของ FATCA  | <input type="checkbox"/> ใช่* | <input type="checkbox"/> ไม่ใช่ |
| หาก “ใช่” โปรดกรอกหมายเลข GIIN □□□□□□.□□□□□□.□□.□□□□ และระบุประเภท <input type="checkbox"/> PFFI, <input type="checkbox"/> RDCFFI |                               |                                 |
| 3. เป็นนิติบุคคลที่มีรายได้จากการลงทุน/รายได้ทางอ้อมตั้งแต่ร้อยละ 50 ขึ้นไปของรายได้รวม   | <input type="checkbox"/> ใช่* | <input type="checkbox"/> ไม่ใช่ |
| หรือมีทรัพย์สินที่ก่อให้เกิดรายได้ดังกล่าวตั้งแต่ร้อยละ 50 ขึ้นไปของสินทรัพย์รวม ในรอบบัญชีปีล่าสุด                               |                               |                                 |

\* หากท่านตอบว่า “ใช่” ในข้อ 1 และ/หรือข้อ 3 แสดงว่าท่านมีข้อบ่งชี้ว่าอาจเป็นนิติบุคคลสัญชาติอเมริกันตามกฎหมาย FATCA TSD ขอสงวนสิทธิ์ไม่รับฝากหลักทรัพย์ของท่านเข้าบัญชีบริษัทผู้ออกหลักทรัพย์ ดังนั้น ขอให้ท่านโปรดเลือกวิธีรับหลักทรัพย์โดยวิธีอื่นแทน

ข้าพเจ้าขอรับรองว่าข้อความตามที่ระบุไว้ข้างต้นเป็นความจริง หากการฝากหลักทรัพย์เข้าบัญชีบริษัทผู้ออกหลักทรัพย์ก่อให้เกิดความเสียหายใด ๆ ขึ้นแก่ศูนย์รับฝากหลักทรัพย์ไม่ว่าด้วยประการใด ๆ ข้าพเจ้ายอมรับผิดและชดเชยค่าเสียหายให้แก่ศูนย์รับฝากหลักทรัพย์จนครบถ้วน นอกจากนี้ ข้าพเจ้ารับทราบว่าคุณสมบัติรับฝากหลักทรัพย์อาจเปิดเผยข้อมูลที่น่าปรากฏในเอกสารนี้ให้แก่กรมสรรพากรหรือหน่วยงานอื่นที่มีอำนาจตามกฎหมายหรือมีข้อตกลงกับศูนย์รับฝากหลักทรัพย์ในการขอเรียกดูข้อมูลดังกล่าวได้

ลงชื่อ ..... ผู้ถือหลักทรัพย์  
 (.....) โทรศัพท์ .....

**แบบประเมินความเหมาะสมในการลงทุน (suitability test) สำหรับบุคคลธรรมดา / Suitability Test for Individual Investor**

คำถามข้อ 1-10 ใช้เพื่อประเมินความเหมาะสมในการลงทุน / Question no.1-10 are used to assess the suitability of your investment

1. ปัจจุบันท่านอายุ / Please indicate your age.

- ☐ ตั้งแต่ 60 ปีขึ้นไป / 60 years old or older (1) ☐ 45 – 59 ปี / 45-59 years (2)
- ☐ 35 -44 ปี / 35-44 years (3) ☐ น้อยกว่า 35 ปี / under 35 years (4)

2. ปัจจุบันท่านมีการทางการเงินและค่าใช้จ่ายประจำ เช่น ค่าผ่อนบ้าน รถ ค่าใช้จ่ายส่วนตัว และค่าเลี้ยงดูครอบครัว เป็นสัดส่วนเท่าใด / What is the proportion of your total expenses at the present such as mortgage, cars, personal and family expenses?

- ☐ มากกว่าร้อยละ 75 ของรายได้ทั้งหมด / More than 75% of total income (1) ☐ ระหว่างร้อยละ 50 ถึงร้อยละ 75 ของรายได้ทั้งหมด / Between 50% - 70% of total income (2)
- ☐ ตั้งแต่ร้อยละ 25 แต่น้อยกว่าร้อยละ 50 ของรายได้ทั้งหมด / 25% to less than 50% of total income (3) ☐ น้อยกว่าร้อยละ 25 ของรายได้ทั้งหมด / Less than 25% of total income (4)

3. ท่านมีสถานภาพทางการเงินในปัจจุบันอย่างไร / What is your current financial status?

- ☐ มีทรัพย์สินน้อยกว่าหนี้สิน / Less assets than liabilities (1) ☐ มีทรัพย์สินเท่ากับหนี้สิน / Assets equal liabilities (2)
- ☐ มีทรัพย์สินมากกว่าหนี้สิน / More assets than liabilities (3) ☐ มีความมั่นใจว่ามีเงินออมหรือเงินลงทุนเพียงพอสำหรับการใช้ชีวิตหลังเกษียณอายุแล้ว / Having financial freedom for retirement life (4)

4. ท่านเคยมีประสบการณ์ หรือมีความรู้ในการลงทุนในทรัพย์สินกลุ่มใดต่อไปนี้บ้าง (เลือกได้มากกว่า 1 ข้อ) / Do you have any investment experience or knowledge in the following types of investment products? (You can choose more than 1 item)

- ☐ เงินฝากธนาคาร / Bank Deposits (1) ☐ พันธบัตรรัฐบาล หรือกองทุนรวมพันธบัตรรัฐบาล / Government Bond or Government Bond Fund (2)
- ☐ หุ้นกู้ หรือกองทุนรวมตราสารหนี้ / Debentures or Mutual Funds (3) ☐ หุ้นสามัญหรือกองทุนรวมหุ้นหรือสินทรัพย์อื่นที่มีความเสี่ยงสูง / Common Stocks or Mutual Funds or other high-risk assets (4)

5. ระยะเวลาที่ท่านคาดว่าจะไม่มีความจำเป็นต้องใช้เงินลงทุนนี้ / What is your investment period target?

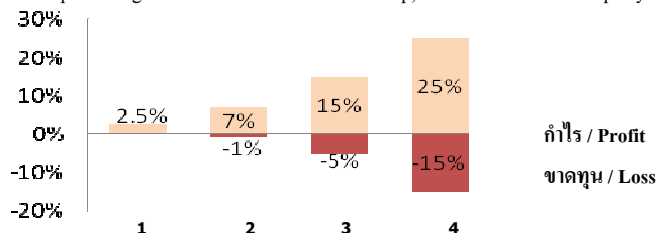
- ☐ ไม่เกิน 1 ปี / Less than 1 year (1) ☐ ตั้งแต่ 1 ปี แต่น้อยกว่า 3 ปี / 1 to less than 3 years (2)
- ☐ ตั้งแต่ 3 ปี ถึง 5 ปี / 3 to 5 years (3) ☐ มากกว่า 5 ปี / More than 5 years (4)

6. ความสามารถในการรับความเสี่ยงของท่าน คือ / What is your risk tolerance?

- ☐ เน้นเงินต้นต้องปลอดภัยและได้รับผลตอบแทนสม่ำเสมอแต่ต่ำได้ / Focus on opportunity in preserving original investment safely and receiving small consistent return (1) ☐ เน้นโอกาสได้รับผลตอบแทนที่สม่ำเสมอ แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้บ้าง / Focus on opportunity in receiving consistent return but may take risk of losing some original investment (2)
- ☐ เน้นโอกาสได้รับผลตอบแทนที่สูงขึ้น แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้มากขึ้น / Focus on opportunity in receiving higher return but may take risk of losing more original investment (3) ☐ เน้นผลตอบแทนสูงสุดในระยะยาว แต่อาจเสี่ยงที่จะสูญเสียเงินต้นส่วนใหญ่ได้ / Focus on the highest long-term return but may take risk of losing most of the original investment (4)

7. เมื่อพิจารณาอุปสงค์ตัวอย่างผลตอบแทนของกลุ่มการลงทุนที่อาจเกิดขึ้นด้านล่าง ท่านเต็มใจที่จะลงทุนในกลุ่มการลงทุนใดมากที่สุด / According to the below Bar

Chart representing a return in each Investment Group, which Investment Group is your intention?



- ☐ กลุ่มการลงทุนที่ 1 มีโอกาสได้รับผลตอบแทน 2.5% โดยไม่ขาดทุนเลย / Investment portfolio 1 (has chance to receive 2.5% return without any loss) (1) ☐ กลุ่มการลงทุนที่ 2 มีโอกาสได้รับผลตอบแทนสูงสุด 7% แต่อาจมีผลขาดทุนได้ถึง 1% / Investment portfolio 2 (has chance to receive 7% highest return but may lose up to 1%) (2)
- ☐ กลุ่มการลงทุนที่ 3 มีโอกาสได้รับผลตอบแทนสูงสุด 15% แต่อาจมีผลขาดทุนได้ถึง 5% / Investment portfolio 3 (has chance to receive 15% highest return but may lose up to 5%) (3) ☐ กลุ่มการลงทุนที่ 4 มีโอกาสได้รับผลตอบแทนสูงสุด 25% แต่อาจมีผลขาดทุนได้ถึง 15% / Investment portfolio 4 (has chance to receive 25% highest return but may lose up to 15%) (4)



8. ถ้าท่านเลือกลงทุนในทรัพย์สินที่มีโอกาสได้รับผลตอบแทนมาก แต่มีโอกาขาดทุนสูงด้วยเช่นกัน ท่านจะรู้สึกอย่างไร / If you invest in assets that have chances to receive high return but also have chances to receive high loss, how would you feel?

- |   |  |
|---|--|
| <input type="checkbox"/> กังวลและตื่นตระหนกกลัวขาดทุน / Worried and afraid of loss (1)                      | <input type="checkbox"/> ไม่สบายใจแต่พอเข้าใจได้บ้าง / Uneasy but somehow understand (2)   |
| <input type="checkbox"/> เข้าใจและรับความผันผวนได้ในระดับหนึ่ง / Understand and accept the fluctuations (3) | <input type="checkbox"/> ไม่กังวลกับโอกาขาดทุนสูง และหวังกับผลตอบแทนที่อาจจะได้รับสูงขึ้น / Not concerned about the large potential loss and expect that the return may increase (4) |

9. ท่านจะรู้สึกกังวล/รับไม่ได้ เมื่อมูลค่าเงินลงทุนของท่านมีการปรับตัวลดลงในสัดส่วนเท่าใด / In which proportion will you be anxious or unacceptable when the value of your investment has decreased?

- |  |   |
|--|---|
| <input type="checkbox"/> 5% หรือน้อยกว่า / 5% or less (1)        | <input type="checkbox"/> มากกว่า 5%-10% / More than 5%-10% (2)  |
| <input type="checkbox"/> มากกว่า 10%-20% / More than 10%-20% (3) | <input type="checkbox"/> มากกว่า 20% ขึ้นไป / More than 20% (4) |

10. หากปีที่แล้วท่านลงทุนไป 100,000 บาท ปีนี้ท่านพบว่ามูลค่าเงินลงทุนลดลงเหลือ 85,000 บาท ท่านจะทำอย่างไร / Last year, you invest 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?

- |  |   |
|--|---|
| <input type="checkbox"/> ตกใจ และต้องการขายการลงทุนที่เหลือทิ้ง / Panic and need to sell the remaining investment (1)                            | <input type="checkbox"/> กังวลใจ และจะปรับเปลี่ยนการลงทุนบางส่วนไปลงทุนในทรัพย์สินที่เสี่ยงน้อยลง / Worry and will change some investment into less riskier assets (2)  |
| <input type="checkbox"/> อดทนถือต่อไปได้ และรอผลตอบแทนปรับตัวกลับมา / Continue holding the investment and wait until the investment rebounds (3) | <input type="checkbox"/> ยังมั่นใจ เพราะเข้าใจว่าต้องลงทุนระยะยาว และจะเพิ่มเงินลงทุนในแบบเดิมเพื่อเฉลี่ยต้นทุน / Remain confident since it is long-term investment and will invest more to average cost. (4) |

คำถามข้อ 11-12 ใช้เป็นข้อมูลเพิ่มเติมเพื่อประกอบการให้คำแนะนำ (ไม่นำมาคิดคะแนน) / Question no. 11-12 are used as additional information for guidance (Scores will NOT be counted)

ใช้เฉพาะที่จะมีการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นที่มีอนุพันธ์แฝงเท่านั้น / Apply only to investment in derivatives and structure note

11. หากการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นที่มีอนุพันธ์แฝงประสบความสำเร็จ ท่านจะได้รับผลตอบแทนในอัตราที่สูงมาก แต่หากการลงทุนล้มเหลว ท่านอาจจะสูญเสียเงินลงทุนทั้งหมดและอาจต้องลงเงินชดเชยเพิ่มบางส่วน ท่านยอมรับได้เพียงใด // Successful derivatives and structure notes investment has high return. On the other hand, investors can lose all of their investment and must increase more capital. Are you able to accept this?

- ☐ ไม่ได้ / No ☐ ได้ / Yes

ใช้เฉพาะที่จะมีการลงทุนในต่างประเทศ / Apply only to offshore investment

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

- ☐ ไม่ได้ / No ☐ ได้ / Yes

## สำหรับเจ้าหน้าที่ / For the Officer

### ส่วนที่ 1 เกณฑ์การคิดคะแนน / Part 1 Assessment Score

คะแนนรวมจะคำนวณจากการประเมิน เฉพาะ ข้อ 1-10 เท่านั้น และสำหรับข้อ 4 หากตอบหลายข้อ ให้เลือกข้อที่คะแนนสูงสุด / Total score shall be calculated from questionnaire no.1-10 only. For Suitability Assessment No. 4, if selected more than one answer, the highest score of the answers will be selected.

### ส่วนที่ 2 ผลการประเมินความเหมาะสมในการลงทุน / Part 2: Assessment Result

คะแนน / Total Scores	ระดับ / Level	ประเภทนักลงทุน / Investor Type of Risk
<15	1	เสี่ยงต่ำ / Low Risk
15-21	2	เสี่ยงปานกลางค่อนข้างต่ำ / Low-Medium Risk
22-29	3	เสี่ยงปานกลางค่อนข้างสูง / High-Medium Risk
30-36	4	เสี่ยงสูง / High Risk
≥ 37	5	เสี่ยงสูงมาก / Substantial High Risk

**ส่วนที่ 3 ตัวอย่างคำแนะนำเรื่องการจัดสรรการลงทุน / Part 3 Basic Asset Allocation**

ประเภทผู้ลงทุน Investor Type of Risk	สัดส่วนการลงทุน / Asset Allocation				
	เงินฝากและตราสารหนี้ระยะสั้น Deposit and Short-Term Fixed Income Fund	ตราสารหนี้ภาครัฐที่มีอายุมากกว่า 1 ปี Long-Term Fixed Income Funds	ตราสารหนี้ภาคเอกชน Corporate Debt Instrument	ตราสารทุน Equity Instrument	การลงทุนทางเลือก* Alternative Investment Product
เสี่ยงต่ำ / Low Risk	>60%		<20%	<10%	<5%
เสี่ยงปานกลางค่อนข้างต่ำ / Low-Medium Risk	<20%	<70%		<20%	<10%
เสี่ยงปานกลางค่อนข้างสูง / High-Medium Risk	<10%	<60%		<30%	<10%
เสี่ยงสูง / High Risk	<10%	<40%		<40%	<20%
เสี่ยงสูงมาก / Substantial High Risk	<5%	<30%		>60%	<30%

\* รวมถึง สินค้าโภคภัณฑ์ สัญญาซื้อขายล่วงหน้า / Including consumer products and derivatives products

คะแนนรวมที่ได้ / Total Scores

## Disclaimer

- ลูกค้ายินยอมให้ข้อมูลแก่เจ้าหน้าที่ของบริษัทฯ เพื่อประกอบการจัดทำแบบประเมิน Suitability Test ของลูกค้า และลูกค้ารับทราบว่าได้ทำแบบประเมินดังกล่าวเพื่อประโยชน์ในการรับทราบระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของตนเอง / The Customer hereby agree to provide its information to the Company's staff for doing the Customer's Suitability Test in order to acknowledge the Acceptable Investment Risk Level.
- ระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของลูกค้าประเมินจากข้อมูลที่ลูกค้าแจ้งแก่เจ้าหน้าที่ของบริษัทฯ เท่านั้น ทั้งนี้ มิได้เป็นการแสดงว่าบริษัทฯ ยอมรับถึงความถูกต้องแท้จริง ความครบถ้วน หรือความน่าเชื่อถือของข้อมูลของลูกค้าที่ลูกค้าได้แจ้งและผลการประเมินดังกล่าว / The Customer's Acceptable Investment Risk Level is evaluated from the information provided by the Customer. It shall not be deemed that the Company accepts the accuracy, completion or reliability of such information provided as well as the evaluation result.
- เมื่อเจ้าหน้าที่ของบริษัทฯ ได้แจ้งให้ลูกค้าทราบถึงผลการประเมินระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของลูกค้า ให้ถือว่าลูกค้ารับทราบผลการประเมินและระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของตนเองแล้ว / When the Company's staff has informed the evaluation result of Acceptable Investment Risk Level to the Customer, it shall be deemed that the Customer hereby acknowledges the evaluation result and Acceptable Investment Risk Level.
- ก่อนการตัดสินใจลงทุน ลูกค้าควรศึกษาข้อมูลที่เกี่ยวข้องกับการลงทุน (รวมทั้งคำเตือนและความเสี่ยงเกี่ยวกับการลงทุน) ให้รอบคอบถี่ถ้วนควบคู่กับระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของตนเอง และควรขอคำแนะนำในการลงทุนจากผู้ที่สามารถให้คำแนะนำการลงทุนแก่ลูกค้าได้เพื่อใช้ประกอบการตัดสินใจลงทุนในตราสารทางการเงินที่เหมาะสมกับตนเอง ทั้งนี้ ข้อมูลเกี่ยวกับการลงทุนหรือตราสารทางการเงินที่ได้รับจากบริษัทฯ ตัวแทน พนักงาน และ/หรือ ลูกจ้างของบริษัทฯ (ถ้ามี) เป็นเพียงข้อมูลส่วนหนึ่งเพื่อประกอบการตัดสินใจการลงทุนของลูกค้าเท่านั้น / Before making any investment decision, the Customer shall study all relevant investment information (including any risk associated and disclaimer) carefully as well as its Acceptable Investment Risk Level. In addition, the Customer should seek any investment advice from the qualified person for making a decision in any investment in suitable financial instruments. Any information related to the investment or financial instruments provided by the Company including its representatives, employees and/or staffs (if any) shall be deemed as a part for a decision by the Customer.
- การลงทุนของลูกค้าจะขึ้นอยู่กับการตัดสินใจของลูกค้าเองทั้งสิ้นซึ่งไม่ผูกพันกับผลการประเมินของลูกค้าตามเอกสารนี้ และอาจมิได้เป็นไปตามระดับความเสี่ยงในการลงทุนที่ยอมรับได้ ทั้งนี้ ในกรณีที่ลูกค้าตัดสินใจลงทุนในตราสารทางการเงินใดๆ ที่มีระดับความเสี่ยงที่สูงกว่าระดับความเสี่ยงในการลงทุนที่ยอมรับได้ตามแบบประเมินนี้ลูกค้าตกลงยอมรับความเสี่ยงที่เกิดจากการลงทุนนั้นไว้เองทุกประการ / All Customer's investments shall be subjected to the Customer's discretion and it may be inconsistent with the evaluation result of this questionnaire as well as the Acceptable Investment Risk Level. In case the Customer invests in any financial instruments which have a risk higher than the Acceptable Investment Risk Level, the Customer hereby agrees to accept all investment risks incurred in all respects.
- บริษัทฯ ผู้บริหาร รวมทั้งพนักงาน เจ้าหน้าที่ของบริษัทฯ ไม่มี ความรับผิดชอบ ภาระหรือหนี้ที่ต่อความเสียหายใด ๆ ที่เกิดขึ้นจากการลงทุนของลูกค้า / Neither the Company nor the Company's managements, employees and staffs shall be liable for all losses and damages incurred by the Customer's investment.
- บริษัทฯ ขอสงวนสิทธิ์ในการแก้ไข ปรับปรุง หรือเปลี่ยนแปลงแบบประเมินความเสี่ยงในการลงทุนของลูกค้า ผลการประเมิน และข้อมูลที่เกี่ยวข้อง โดยไม่จำเป็นต้องแจ้งให้ทราบล่วงหน้าแต่อย่างใด / The Company reserves the right to amend, improve or change any provisions of this Suitability Test including related information and evaluation result without any prior notice.

โดยการลงทุนในเอกสารนี้ ข้าพเจ้าขอรับรองและยืนยันว่า ก) ข้าพเจ้าได้รับทราบผลการประเมินตามแบบ Suitability Test รวมทั้งข้อมูลประกอบการตัดสินใจที่บริษัทฯ ได้เปิดเผยแก่ข้าพเจ้า ข) ข้อมูลรายละเอียดที่ปรากฏในเอกสารนี้เป็นความจริงทุกประการ และหากมีการเปลี่ยนแปลงข้อมูลใดๆ ข้าพเจ้าจะแจ้งเป็นลายลักษณ์อักษรทันที และข้าพเจ้าเข้าใจและรับทราบถึงกฎหมาย กฎระเบียบที่เกี่ยวข้อง หรือข้อบังคับของหน่วยงานกำกับดูแลที่เกี่ยวข้อง เช่น คณะกรรมการ ก.ล.ด. สำนักงานคณะกรรมการ ก.ล.ด. ตลาดหลักทรัพย์แห่งประเทศไทย บริษัทตลาดสัญญาซื้อขายล่วงหน้า (ประเทศไทย) จำกัด (มหาชน) หน่วยงานกำกับดูแลที่เกี่ยวข้องกับการทำธุรกรรมต่างๆที่ข้าพเจ้าประสงค์จะทำอยู่แล้ว ทั้งนี้ ข้าพเจ้ายินดีปฏิบัติตามกฎระเบียบข้อบังคับในการทำธุรกรรมต่างๆที่ข้าพเจ้าประสงค์จะทำอย่างเคร่งครัด และในการนี้ ข้าพเจ้าตกลงยินยอมให้บริษัทฯ ดำเนินการตรวจสอบและเปิดเผยข้อมูลของข้าพเจ้ากับหน่วยงานกำกับดูแลที่เกี่ยวข้องดังกล่าวข้างต้น พร้อมกันนี้ ข้าพเจ้ารับทราบหรือยอมรับการให้บริการหรือความเสี่ยงที่อาจเกิดขึ้นจากการใช้บริการของบริษัท / Upon signing this application, I hereby warrant and confirm that a) I acknowledge the evaluation result from the Suitability Test including all information disclosed above and b) all information contained in this document is true in all respects. If there is any change, I will immediately notify the Company in writing. I understand and acknowledge all relevant laws, relevant rules, regulations, and notification of the SEC, the Office of the SEC, The Stock Exchange of Thailand, Thailand Futures Exchange, relevant government authorities, I hereby agree to strictly comply with all aforesaid laws and regulations applicable to all trading activities entered into. In addition, I agree and accept that the Company may inspect and disclose all my information to aforesaid regulatory authorities and I acknowledge or accept all services or risks which may occur from using the Company's services.

ลงชื่อ \_\_\_\_\_

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



ลูกค้า

) Customer

ลงชื่อ \_\_\_\_\_

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

ผู้แนะนำการลงทุน / ผู้ประเมิน

) Investment Consultant / Evaluator

**แบบประเมินความเหมาะสมในการลงทุน (suitability test) สำหรับนิติบุคคล / Suitability Test for Juristic Person**

คำถามข้อ 1-10 ใช้เพื่อประเมินความเหมาะสมในการลงทุน / Question no.1-10 are used to assess the suitability of your investment

1. ประสบการณ์การลงทุนในหลักทรัพย์ของนิติบุคคล (ได้แก่ ตั๋วเงินคลัง พันธบัตร ตั๋วแลกเงิน หุ้น หุ้นกู้ หุ้นกู้ที่มีอนุพันธ์แฝง หน่วยลงทุน) / Your prior investment experience in securities. (Securities: Treasury bills, bond, Bill of Exchange, Stocks, Debenture, Structure note, Mutual Fund Units).

- ☐ น้อยกว่า 1 ปี / Less than 1 year (1) ☐ 1-5 ปี / 1-5 years (2)
- ☐ 6-10 ปี / 6-10 years (3) ☐ มากกว่า 10 ปี / More than 10 years (4)

2. ปัจจุบันนิติบุคคลมีภาระทางการเงินและค่าใช้จ่ายประจำเป็นสัดส่วนเท่าใดเมื่อเทียบกับรายได้จากการดำเนินงาน / What is the proportion of your expenses compare to your revenue?

- ☐ มากกว่าร้อยละ 75 ของรายได้ทั้งหมด / More than 75% of the revenue (1) ☐ ระหว่างร้อยละ 50 ถึงร้อยละ 75 ของรายได้ทั้งหมด / Between 50% - 70% of the revenue (2)
- ☐ ตั้งแต่ร้อยละ 25 แต่น้อยกว่าร้อยละ 50 ของรายได้ทั้งหมด / 25% to less than 50% of the revenue (3) ☐ น้อยกว่าร้อยละ 25 ของรายได้ทั้งหมด / Less than 25% of the revenue (4)

3. นิติบุคคลมีสถานภาพทางการเงินในปัจจุบันอย่างไร / What is your current financial status?

- ☐ มีทรัพย์สินน้อยกว่าหนี้สิน / Less assets than liabilities (1) ☐ มีทรัพย์สินเท่ากับหนี้สิน / Assets equal liabilities (2)
- ☐ มีทรัพย์สินมากกว่าหนี้สิน / More assets than liabilities (3) ☐ มีหนี้สินน้อยมากเมื่อเทียบกับมูลค่าทรัพย์สิน หรือไม่มีหนี้สินเลย / Almost no liabilities or no liabilities (4)

4. นิติบุคคลเคยลงทุนในทรัพย์สินกลุ่มใดต่อไปนี้บ้าง (เลือกได้มากกว่า 1 ข้อ) / Do you have any investment experience or knowledge in the following types of investment products? (You can choose more than 1 item)

- ☐ เงินฝากธนาคาร / Bank Deposits (1) ☐ พันธบัตรรัฐบาล หรือกองทุนรวมพันธบัตรรัฐบาล / Government Bond or Government Bond Fund (2)
- ☐ หุ้นกู้ หรือกองทุนรวมตราสารหนี้ / Debentures or Mutual Funds (3) ☐ หุ้นสามัญหรือกองทุนรวมหุ้นหรือสินทรัพย์อื่นที่มีความเสี่ยงสูง / Common Stocks or Mutual Funds or other high-risk assets (4)

5. ระยะเวลาที่ท่านคาดว่าจะไม่มีความจำเป็นต้องใช้เงินลงทุนนี้ / What is your investment period target?

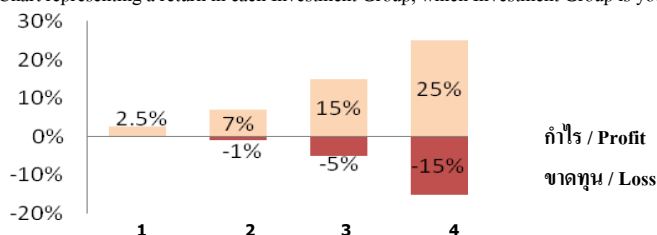
- ☐ ไม่เกิน 1 ปี / Less than 1 year (1) ☐ ตั้งแต่ 1 ปีแต่น้อยกว่า 3 ปี / 1 to less than 3 years (2)
- ☐ ตั้งแต่ 3 ปี ถึง 5 ปี / 3 to 5 years (3) ☐ มากกว่า 5 ปี / More than 5 years (4)

6. ความสามารถในการรับความเสี่ยงของนิติบุคคล คือ / What is your risk tolerance?

- ☐ เน้นเงินต้นต้องปลอดภัยและได้รับผลตอบแทนสม่ำเสมอแต่ต่ำได้ / Focus on opportunity in preserving original investment safely and receiving small consistent return (1) ☐ เน้นโอกาสได้รับผลตอบแทนที่สม่ำเสมอ แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้บ้าง / Focus on opportunity in receiving consistent return but may take risk of losing some original investment (2)
- ☐ เน้นโอกาสได้รับผลตอบแทนที่สูงขึ้น แต่อาจเสี่ยงที่จะสูญเสียเงินต้นได้มากขึ้น / Focus on opportunity in receiving higher return but may take risk of losing more original investment (3) ☐ เน้นผลตอบแทนสูงสุดในระยะยาว แต่อาจเสี่ยงที่จะสูญเสียเงินต้นส่วนใหญ่ได้ / Focus on the highest long-term return but may take risk of losing most of the original investment (4)

7. เมื่อพิจารณาอุปสงค์ตัวอย่างผลตอบแทนของกลุ่มการลงทุนที่อาจเกิดขึ้นด้านล่าง ท่านเต็มใจที่จะลงทุนในกลุ่มการลงทุนใดมากที่สุด / According to the below Bar Chart representing a return in each Investment Group, which Investment Group is your intention?

Chart representing a return in each Investment Group, which Investment Group is your intention?



- ☐ กลุ่มการลงทุนที่ 1 มีโอกาสได้รับผลตอบแทน 2.5% โดยไม่ขาดทุนเลย / Investment portfolio 1 (has chance to receive 2.5% return without any loss) (1) ☐ กลุ่มการลงทุนที่ 2 มีโอกาสได้รับผลตอบแทนสูงสุด 7% แต่อาจมีผลขาดทุนได้ถึง 1% / Investment portfolio 2 (has chance to receive 7% highest return but may lose up to 1%) (2)
- ☐ กลุ่มการลงทุนที่ 3 มีโอกาสได้รับผลตอบแทนสูงสุด 15% แต่อาจมีผลขาดทุนได้ถึง 5% / Investment portfolio 3 (has chance to receive 15% highest return but may lose up to 5%) (3) ☐ กลุ่มการลงทุนที่ 4 มีโอกาสได้รับผลตอบแทนสูงสุด 25% แต่อาจมีผลขาดทุนได้ถึง 15% / Investment portfolio 4 (has chance to receive 25% highest return but may lose up to 15%) (4)

8. ถ้าท่านเลือกลงทุนในทรัพย์สินที่มีโอกาสได้รับผลตอบแทนมาก แต่มีโอกาขาดทุนสูงด้วยเช่นกัน ท่านจะรู้สึกอย่างไร / If you invest in assets that have chances to receive high return but also have chances to receive high loss, how would you feel?

- |   |  |
|---|--|
| <input type="checkbox"/> กังวลและตื่นตระหนกกลัวขาดทุน / Worried and afraid of loss (1)                      | <input type="checkbox"/> ไม่สบายใจแต่พอเข้าใจได้บ้าง / Uneasy but somehow understand (2)   |
| <input type="checkbox"/> เข้าใจและรับความผันผวนได้ในระดับหนึ่ง / Understand and accept the fluctuations (3) | <input type="checkbox"/> ไม่กังวลกับโอกาขาดทุนสูง และหวังกับผลตอบแทนที่อาจจะได้รับสูงขึ้น / Not concerned about the large potential loss and expect that the return may increase (4) |

9. ท่านจะรู้สึกกังวล/รับไม่ได้ เมื่อมูลค่าเงินลงทุนของท่านมีการปรับตัวลดลงในสัดส่วนเท่าใด / In which proportion will you be anxious or unacceptable when the value of your investment has decreased?

- |  |   |
|--|---|
| <input type="checkbox"/> 5% หรือน้อยกว่า / 5% or less (1)        | <input type="checkbox"/> มากกว่า 5%-10% / More than 5%-10% (2)  |
| <input type="checkbox"/> มากกว่า 10%-20% / More than 10%-20% (3) | <input type="checkbox"/> มากกว่า 20% ขึ้นไป / More than 20% (4) |

10. หากปีที่แล้วท่านลงทุนไป 100,000 บาท ปีนี้ท่านพบว่ามูลค่าเงินลงทุนลดลงเหลือ 85,000 บาท ท่านจะทำอย่างไร / Last year, you invest 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?

- |  |   |
|--|---|
| <input type="checkbox"/> ตกใจ และต้องการขายการลงทุนที่เหลือทิ้ง / Panic and need to sell the remaining investment (1)                            | <input type="checkbox"/> กังวลใจ และจะปรับเปลี่ยนการลงทุนบางส่วนไปในทรัพย์สินที่เสี่ยงน้อยลง / Worry and will change some investment into less riskier assets (2)   |
| <input type="checkbox"/> อดทนถือต่อไปได้ และรอผลตอบแทนปรับตัวกลับมา / Continue holding the investment and wait until the investment rebounds (3) | <input type="checkbox"/> ชัยมั่นใจ เพราะเข้าใจว่าต้องลงทุนระยะยาว และจะเพิ่มเงินลงทุนในแบบเดิมเพื่อเฉลี่ยต้นทุน / Remain confident since it is long-term investment and will invest more to average cost. (4) |

คำถามข้อ 11-12 ใช้เป็นข้อมูลเพิ่มเติมเพื่อประกอบการให้คำแนะนำ (ไม่นำมาคิดคะแนน) / Question no. 11-12 are used as additional information for guidance (Scores will NOT be counted)

ใช้เฉพาะที่จะมีการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นที่มีอนุพันธ์แฝงเท่านั้น / Apply only to investment in derivatives and structure note

11. หากการลงทุนในสัญญาซื้อขายล่วงหน้า (อนุพันธ์) และหุ้นที่มีอนุพันธ์แฝงประสบความสำเร็จ ท่านจะได้รับผลตอบแทนในอัตราที่สูงมาก แต่หากการลงทุนล้มเหลว ท่านอาจจะสูญเสียเงินลงทุนทั้งหมดและอาจต้องลงเงินชดเชยเพิ่มบางส่วน ท่านยอมรับได้เพียงใด // Successful derivatives and structure notes investment has high return. On the other hand, investors can lose all of their investment and must increase more capital. Are you able to accept this?

- ☐ ไม่ได้ / No ☐ ได้ / Yes

ใช้เฉพาะที่จะมีการลงทุนในต่างประเทศ / Apply only to offshore investment

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

- ☐ ไม่ได้ / No ☐ ได้ / Yes

## สำหรับเจ้าหน้าที่ / For the Officer

### ส่วนที่ 1 เกณฑ์การคิดคะแนน / Part 1 Assessment Score

คะแนนรวมจะคำนวณจากการประเมิน เฉพาะ ข้อ 1-10 เท่านั้น และสำหรับข้อ 4 หากตอบหลายข้อ ให้เลือกข้อที่คะแนนสูงสุด / Total score shall be calculated from questionnaire no.1-10 only. For Suitability Assessment No. 4, if selected more than one answer, the highest score of the answers will be selected.

### ส่วนที่ 2 ผลการประเมินความเหมาะสมในการลงทุน / Part 2: Assessment Result

คะแนน / Total Scores	ระดับ / Level	ประเภทนักลงทุน / Investor Type of Risk
<15	1	เสี่ยงต่ำ / Low Risk
15-21	2	เสี่ยงปานกลางค่อนข้างต่ำ / Low-Medium Risk
22-29	3	เสี่ยงปานกลางค่อนข้างสูง / High-Medium Risk
30-36	4	เสี่ยงสูง / High Risk
≥ 37	5	เสี่ยงสูงมาก / Substantial High Risk

**ส่วนที่ 3 ตัวอย่างคำแนะนำเรื่องการจัดสรรการลงทุน / Part 3 Basic Asset Allocation**

ประเภทผู้ลงทุน Investor Type of Risk	สัดส่วนการลงทุน / Asset Allocation				
	เงินฝากและตราสารหนี้ระยะสั้น Deposit and Short-Term Fixed Income Fund	ตราสารหนี้ภาครัฐที่มีอายุมากกว่า 1 ปี Long-Term Fixed Income Funds	ตราสารหนี้ภาคเอกชน Corporate Debt Instrument	ตราสารทุน Equity Instrument	การลงทุนทางเลือก Alternative Investment Product
เสี่ยงต่ำ / Low Risk	>60%		<20%	<10%	<5%
เสี่ยงปานกลางค่อนข้างต่ำ / Low-Medium Risk	<20%	<70%		<20%	<10%
เสี่ยงปานกลางค่อนข้างสูง / High-Medium Risk	<10%	<60%		<30%	<10%
เสี่ยงสูง / High Risk	<10%	<40%		<40%	<20%
เสี่ยงสูงมาก / Substantial High Risk	<5%	<30%		>60%	<30%

\* รวมถึง สินค้าโภคภัณฑ์ สัญญาซื้อขายล่วงหน้า / Including consumer products and derivatives products

คะแนนรวมที่ได้ / Total Scores

## Disclaimer

- ลูกค้ายินยอมให้ข้อมูลแก่เจ้าหน้าที่ของบริษัทฯ เพื่อประกอบการจัดทำแบบประเมิน Suitability Test ของลูกค้า และลูกค้ารับทราบว่าได้ทำแบบประเมินดังกล่าวเพื่อประโยชน์ในการรับทราบระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของตนเอง / The Customer hereby agree to provide its information to the Company's staff for doing the Customer's Suitability Test in order to acknowledge the Acceptable Investment Risk Level.
- ระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของลูกค้าประเมินจากข้อมูลที่ลูกค้าแจ้งแก่เจ้าหน้าที่ของบริษัทฯ เท่านั้น ทั้งนี้ มิได้เป็นการแสดงว่าบริษัทฯ ยอมรับถึงความถูกต้องแท้จริง ความครบถ้วน หรือความน่าเชื่อถือของข้อมูลของลูกค้าที่ลูกค้าได้แจ้งและผลการประเมินดังกล่าว / The Customer's Acceptable Investment Risk Level is evaluated from the information provided by the Customer. It shall not be deemed that the Company accepts the accuracy, completion or reliability of such information provided as well as the evaluation result.
- เมื่อเจ้าหน้าที่ของบริษัทฯ ได้แจ้งให้ลูกค้าทราบถึงผลการประเมินระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของลูกค้า ให้ถือว่าลูกค้ารับทราบผลการประเมินและระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของตนเองแล้ว / When the Company's staff has informed the evaluation result of Acceptable Investment Risk Level to the Customer, it shall be deemed that the Customer hereby acknowledges the evaluation result and Acceptable Investment Risk Level.
- ก่อนการตัดสินใจลงทุน ลูกค้าควรศึกษาข้อมูลที่เกี่ยวข้องกับการลงทุน (รวมทั้งคำเตือนและความเสี่ยงเกี่ยวกับการลงทุน) ให้รอบคอบถี่ถ้วนควบคู่กับระดับความเสี่ยงในการลงทุนที่ยอมรับได้ของตนเอง และควรขอคำแนะนำในการลงทุนจากผู้ที่สามารถให้คำแนะนำการลงทุนแก่ลูกค้าได้เพื่อใช้ประกอบการตัดสินใจลงทุนในตราสารทางการเงินที่เหมาะสมกับตนเอง ทั้งนี้ ข้อมูลเกี่ยวกับการลงทุนหรือตราสารทางการเงินที่ได้รับจากบริษัทฯ ตัวแทน พนักงาน และ/หรือ ลูกจ้างของบริษัทฯ (ถ้ามี) เป็นเพียงข้อมูลส่วนหนึ่งเพื่อประกอบการตัดสินใจการลงทุนของลูกค้าเท่านั้น / Before making any investment decision, the Customer shall study all relevant investment information (including any risk associated and disclaimer) carefully as well as its Acceptable Investment Risk Level. In addition, the Customer should seek any investment advice from the qualified person for making a decision in any investment in suitable financial instruments. Any information related to the investment or financial instruments provided by the Company including its representatives, employees and/or staffs (if any) shall be deemed as a part for a decision by the Customer.
- การลงทุนของลูกค้าจะขึ้นอยู่กับความคิดเห็นของลูกค้าเองทั้งสิ้นซึ่งไม่ผูกพันกับผลการประเมินของลูกค้าตามเอกสารนี้ และอาจมิได้เป็นไปตามระดับความเสี่ยงในการลงทุนที่ยอมรับได้ ทั้งนี้ ในกรณีที่ลูกค้าตัดสินใจลงทุนในตราสารทางการเงินใดๆ ที่มีระดับความเสี่ยงที่สูงกว่าระดับความเสี่ยงในการลงทุนที่ยอมรับได้ตามแบบประเมินนี้ลูกค้าตกลงยอมรับความเสี่ยงที่เกิดจากการลงทุนนั้นไว้เองทุกประการ / All Customer's investments shall be subjected to the Customer's discretion and it may be inconsistent with the evaluation result of this questionnaire as well as the Acceptable Investment Risk Level. In case the Customer invests in any financial instruments which have a risk higher than the Acceptable Investment Risk Level, the Customer hereby agrees to accept all investment risks incurred in all respects.
- บริษัทฯ ผู้บริหาร รวมทั้งพนักงาน เจ้าหน้าที่ของบริษัทฯ ไม่มีความรับผิดชอบ ภาระหรือหน้าที่ต่อความเสียหายใด ๆ ที่เกิดขึ้นจากการลงทุนของลูกค้า / Neither the Company nor the Company's managements, employees and staffs shall be liable for all losses and damages incurred by the Customer's investment.
- บริษัทฯ ขอสงวนสิทธิ์ในการแก้ไข ปรับปรุง หรือเปลี่ยนแปลงแบบประเมินความเสี่ยงในการลงทุนของลูกค้า ผลการประเมิน และข้อมูลที่เกี่ยวข้อง โดยไม่จำเป็นต้องแจ้งให้ทราบล่วงหน้าแต่อย่างใด / The Company reserves the right to amend, improve or change any provisions of this Suitability Test including related information and evaluation result without any prior notice.



โดยการลงทุนในเอกสารนี้ ข้าพเจ้าขอรับรองและยืนยันว่า ก) ข้าพเจ้าได้รับทราบผลการประเมินตามแบบ Suitability Test รวมทั้งข้อมูลประกอบการตัดสินใจที่บริษัทฯ ได้เปิดเผยแก่ข้าพเจ้า ข) ข้อมูลรายละเอียดที่ปรากฏในเอกสารนี้เป็นความจริงทุกประการ และหากมีการเปลี่ยนแปลงข้อมูลใดๆ ข้าพเจ้าจะแจ้งเป็นลายลักษณ์อักษรทันที และข้าพเจ้าเข้าใจและรับทราบถึงกฎหมาย กฎระเบียบที่เกี่ยวข้อง หรือข้อบังคับของหน่วยงานกำกับดูแลที่เกี่ยวข้อง เช่น คณะกรรมการ ก.ล.ด. สำนักงานคณะกรรมการ ก.ล.ด. ตลาดหลักทรัพย์แห่งประเทศไทย บริษัทตลาดสัญญาซื้อขายล่วงหน้า (ประเทศไทย) จำกัด (มหาชน) หน่วยงานกำกับดูแลที่เกี่ยวข้องกับการทำธุรกรรมต่างๆที่ข้าพเจ้าประสงค์จะทำอยู่แล้ว ทั้งนี้ ข้าพเจ้ายินดีปฏิบัติตามกฎระเบียบข้อบังคับในการทำธุรกรรมต่างๆที่ข้าพเจ้าประสงค์จะทำอย่างเคร่งครัด และในการนี้ ข้าพเจ้าตกลงยินยอมให้บริษัทฯ ดำเนินการตรวจสอบและเปิดเผยข้อมูลของข้าพเจ้ากับหน่วยงานกำกับดูแลที่เกี่ยวข้องดังกล่าวข้างต้น พร้อมกันนี้ ข้าพเจ้ารับทราบหรือขอรับการให้บริการหรือความเสี่ยงที่อาจเกิดขึ้นจากการใช้บริการของบริษัท / Upon signing this application, I hereby warrant and confirm that a) I acknowledge the evaluation result from the Suitability Test including all information disclosed above and b) all information contained in this document is true in all respects. If there is any change, I will immediately notify the Company in writing. I understand and acknowledge all relevant laws, relevant rules, regulations, and notification of the SEC, the Office of the SEC, The Stock Exchange of Thailand, Thailand Futures Exchange, relevant government authorities, I hereby agree to strictly comply with all aforesaid laws and regulations applicable to all trading activities entered into. In addition, I agree and accept that the Company may inspect and disclose all my information to aforesaid regulatory authorities and I acknowledge or accept all services or risks which may occur from using the Company's services.

ลงชื่อ \_\_\_\_\_



ลูกค้า

ลงชื่อ \_\_\_\_\_

ผู้แนะนำการลงทุน / ผู้ประเมิน

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

) Customer

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

) Investment Consultant / Evaluator



บริษัทหลักทรัพย์ เคจีไอ (ประเทศไทย) จำกัด (มหาชน)  
 173 อาคารเอเชีย เซ็นเตอร์ ชั้น 8-10  
 ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร  
 กรุงเทพมหานคร 10120  
 ทะเบียนเลขที่ 0107536000293  
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## KYC & CDD Checklist

สำหรับลูกค้ารายย่อย

For Individual person

สำหรับเจ้าหน้าที่การตลาด

ชื่อเจ้าหน้าที่การตลาด : ..... สัญ.ทีม : ..... สนง. สาขา : .....  
 Marketing ID. : ..... Tel No. : ..... Ext : .....  
 สถานที่เข้าพบลูกค้า ..... วันที่ ..... เวลา .....

### A - ข้อมูลพื้นฐานของลูกค้า

ชื่อลูกค้า ..... รหัสลูกค้า .....

เลขที่บัตรประจำตัวประชาชน ☐-☐☐☐☐-☐☐☐☐☐-☐☐-☐

อาชีพ / Occupation ☐ พนักงานบริษัท / Employee ☐ ธุรกิจส่วนตัว / Business Entrepreneur ☐ ข้าราชการ / Government official

☐ นักลงทุน / Investor ☐ พ่อบ้าน, แม่บ้าน ☐ อื่น ๆ / Others .....

ชื่อบริษัทที่ทำงาน / Company Name .....

ประเภทธุรกิจ / Type of Business ..... ตำแหน่งงาน / Position .....

ที่อยู่ทำงาน / Company Address .....

..... รหัสไปรษณีย์ / Post Code .....

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

โทรสาร / Fax No. .... Email Address .....

สถานภาพ / Status ☐ โสด / Single ☐ สมรส / Married ☐ อื่น ๆ / Others .....

ชื่อนามสกุลคู่สมรส / Name of spouse .....

อาชีพ / Occupation ☐ พนักงานบริษัท / Employee ☐ ธุรกิจส่วนตัว / Business Entrepreneur ☐ ข้าราชการ / Government official

☐ นักลงทุน / Investor ☐ พ่อบ้าน, แม่บ้าน ☐ อื่น ๆ / Others .....

ชื่อบริษัทที่ทำงาน / Company Name .....

ประเภทธุรกิจ / Type of Business ..... ตำแหน่งงาน / Position .....

ที่อยู่ทำงาน / Company Address .....

..... รหัสไปรษณีย์ / Post Code .....

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

โทรสาร / Fax No. .... Email Address .....

B(1) – ข้อมูลที่จำเป็นต้องตรวจสอบหรือสอบถาม- บุคคลธรรมดา		
	ทำเครื่องหมาย ✓ หน้าข้อความที่เหมาะสม	
1. สถานะทางการเงิน	1.1 ฐานะทางการเงินของลูกค้า <input type="checkbox"/> ดีมาก <input type="checkbox"/> ดี <input type="checkbox"/> ปานกลาง <input type="checkbox"/> อื่นๆ 1.2 แหล่งที่มาของเงินทุน <input type="checkbox"/> ธุรกิจส่วนตัว <input type="checkbox"/> รายได้จากการจ้างงาน <input type="checkbox"/> การลงทุน <input type="checkbox"/> มรดก <input type="checkbox"/> อื่นๆ กรุณาระบุ .....	
2. ข้อมูลด้านการลงทุน	2.1 ความรู้ด้านการลงทุน ..... 2.2 ลักษณะการลงทุน <input type="checkbox"/> เก่งกำไรระยะสั้น (น้อยกว่า 1 เดือน) <input type="checkbox"/> ลงทุนระยะสั้น (1-6 เดือน) <input type="checkbox"/> ลงทุนระยะปานกลาง (6-12 เดือน) <input type="checkbox"/> ลงทุนระยะยาว (มากกว่า 1 ปี) 2.3 ปัจจัยหลักที่ใช้ประกอบการตัดสินใจในการเลือกลงทุน <input type="checkbox"/> ปัจจัยพื้นฐาน <input type="checkbox"/> ปัจจัยทางเทคนิค 2.4 ลูกค้ารู้จักตราสารอนุพันธ์หรือไม่ 2.5 ลูกค้าลงทุนในตราสารอนุพันธ์หรือไม่	<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่
3. การระบุข้อมูลในคำขอเปิดบัญชี	3.1 ลูกค้าได้ให้ข้อมูลต่อไปนี้ครบถ้วนหรือไม่ (1) ชื่อบุคคลธรรมดาที่เป็นเจ้าของบัญชีที่แท้จริง (2) ชื่อบุคคลธรรมดาที่เป็นผู้ควบคุมการทำธุรกรรมในบัญชี (3) ข้อมูลเกี่ยวกับอาชีพ และสถานที่ทำงาน (4) สถานที่อยู่ และที่ติดต่อปัจจุบัน (5) วัตถุประสงค์ในการทำธุรกรรม (6) ประสบการณ์ในการทำธุรกรรม ประวัติการกระทำความผิดตามกฎหมายฟอกเงิน ในช่วง 3 ปีที่ผ่านมานับแต่วันที่เปิดบัญชี	<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่
	3.2 กรณีลูกค้าไม่กรอกรายละเอียดข้างต้น ท่านได้สอบถามหรือตรวจสอบข้อมูลจากแหล่งที่เชื่อถือได้หรือไม่ ชื่อ-สกุลบุคคลที่เป็นเจ้าของบัญชีที่แท้จริง คือ ..... ชื่อ-สกุลบุคคลที่เป็นผู้ควบคุมการทำธุรกรรมในบัญชี คือ ..... ชื่อ-สกุลบุคคลที่เป็นผู้รับมอบอำนาจในการทำธุรกรรมในบัญชี คือ ..... ประวัติการกระทำความผิดตามกฎหมายฟอกเงิน ในช่วง 3 ปีที่ผ่านมา .....	<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่
4. ความสัมพันธ์ของผู้รับมอบอำนาจกับเจ้าของบัญชี	ความสัมพันธ์ระหว่างผู้รับมอบอำนาจกับเจ้าของบัญชี .....	

<b>B(2)– ข้อมูลที่จำเป็นต้องตรวจสอบหรือสอบถามเพิ่มเติม (กรณีลูกค้าอยู่ในกลุ่มที่มีความเสี่ยงสูงในการฟอกเงิน :กลุ่ม 3)</b>		
<b>5. การตรวจสอบข้อมูลอื่น</b>	<p>ท่านได้ตรวจสอบหรือสอบถามข้อมูลดังต่อไปนี้ หรือไม่</p> <p>5.1 ลูกค้า และคู่สมรส เป็นนักการเมือง (ตามแนวทางสมาคม) กรุณาระบุตำแหน่งทางการเมือง / ความสัมพันธ์ที่เกี่ยวข้อง .....</p> <p>5.2 ลูกค้ามีสัญชาติ แหล่งเงิน ถิ่นที่อยู่ สถานที่ประกอบธุรกิจ ที่ติดต่อ หรือจัดตั้งในเขตดินแดน/ประเทศ NCCTs หรือ Countries subject to monitoring ถ้าใช่ กรุณาระบุรายละเอียด .....</p> <p>5.3 ลูกค้ามีอาชีพอยู่ในกลุ่มที่มีความเสี่ยงสูง (เช่น เจ้าของสำนักกฎหมาย ธุรกิจการซื้อขายเพชร พลอย วัตถุโบราณ หรือทองคำ ธุรกิจรับแลกเปลี่ยนเงินตราต่างประเทศ บริการโอนเงิน สถาน กาสีโและการเล่น โรงงานผลิตอาวุธ ตัวแทนค้าอาวุธ ตัวแทนหรือบุคคลผู้ประกอบธุรกิจให้ กู้ยืมเงินนอกระบบ) ถ้าใช่ กรุณาระบุรายละเอียด ..... หมายเหตุ: ลูกค้าหมายถึงรวมถึงผู้รับผลประโยชน์ ผู้มีอำนาจควบคุม และผู้รับมอบอำนาจ</p>	<p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p>
<b>6. การตรวจสอบเพิ่มเติม</b>	<p>ท่านได้ดำเนินการเพิ่มเติม ต่อไปนี้</p> <p>6.1 ขอเอกสารหลักฐานยืนยันความมีตัวตนและที่อยู่ถาวรของลูกค้า</p> <p>6.2 สอบทานข้อมูลลูกค้ากับแหล่งอ้างอิงที่เชื่อถือได้</p> <p>6.3 ขอสำเนา Photo ID ของผู้รับประโยชน์ ผู้มีอำนาจควบคุม</p> <p>6.4 ขอข้อมูล/เอกสารเกี่ยวกับแหล่งที่มาของเงิน</p>	<p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p>
<b>7. การอนุมัติเปิดบัญชี</b>	ท่านได้ให้ผู้บริหารระดับสูงเป็นผู้อนุมัติการเปิดบัญชีหรือไม่	<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่

ชื่อลูกค้า ..... รหัสลูกค้า .....

<b>ความเห็นของ Marketing Officer</b>  <b>ขอรับรองว่าเป็นความจริง</b>  ลงชื่อ ..... ( ..... ) วันที่ .....	<b>ความเห็นของ Div. Head or Branch Manager</b>  ลงชื่อ ..... ( ..... ) วันที่ .....	<b>ความเห็นของ Supervisor</b>  ลงชื่อ ..... ( ..... ) วันที่ .....
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<b>C – สำหรับฝ่ายปฏิบัติการ</b>			
<b>1. การตรวจสอบรายชื่อกับ ML/FT Sanction lists and PEPs lists</b>	ท่านได้ตรวจสอบรายชื่อบุคคลต่อไปนี้ กับรายการที่ระบุไว้ในข้อ 7 ของแนวทางสมาคม หรือไม่ 1.1 ลูกค้าที่เปิดบัญชี 1.2 ผู้มีอำนาจควบคุมในทอดสุดท้าย (ถ้ามี) 1.3 ผู้ที่ได้รับผลประโยชน์ในทอดสุดท้าย (ถ้ามี) 1.4 ผู้รับมอบอำนาจในการดำเนินการกับทรัพย์สินของลูกค้า (ถ้ามี) 1.5 กรรมการผู้ลงนามในเอกสารการเปิดบัญชี (กรณีนิติบุคคล)		<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่ <input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่
<b>2. การรายงานธุรกรรมที่มีเหตุอันควรสงสัย</b>	ลูกค้าเคยถูกบริษัทรายงานธุรกรรมที่มีเหตุอันควรสงสัยต่อ ปปง. หรือไม่ ถ้าเคยถูกรายงาน กรุณาระบุลักษณะธุรกรรม ..... .....		<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่
<b>ความเห็นของ ฝ่ายปฏิบัติการ</b>  ลูกค้ามีความเสี่ยงอยู่ในกลุ่ม .....  ลงชื่อ ..... ( ..... ) วันที่ .....	<b>ความเห็นของ Legal</b>  ลงชื่อ ..... ( ..... ) วันที่ .....	<b>ความเห็นของ Risk Management</b>  ลงชื่อ ..... ( ..... ) วันที่ .....	<b>ความเห็นของ COO/ MD</b>  ลงชื่อ ..... ( ..... ) วันที่ .....
<b>หมายเหตุ :</b> การเปิดบัญชีสำหรับลูกค้ากลุ่ม 3 หรือ <b>Foreign omnibus account</b> หรือกองทุนรวมที่จดทะเบียนในต่างประเทศ ต้องได้รับการอนุมัติจากผู้บริหารระดับสูงทุกกรณี ประเทศที่เป็น Full member ของ FATF ได้แก่ ประเทศ NCCTs ปัจจุบัน ประเทศพม่า Countries subject to monitoring ได้แก่ ประเทศอินโดนีเซีย (Indonesia) ประเทศฟิลิปปินส์ (The Philippines) ประเทศยูเครน (Ukraine) ประเทศบาฮามาส (The Bahamas) และประเทศคุกไอส์แลนด์ (Cook Islands)			



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## KYC & CDD Checklist

สำหรับลูกค้านิติบุคคล

For Juristic person

สำหรับเจ้าหน้าที่การตลาด

ชื่อเจ้าหน้าที่การตลาด : ..... สันญ.ทีม : ..... สันญ. สาขา : .....  
 Marketing ID. : ..... Tel No. : ..... Ext : .....  
 สถานที่เข้าพบลูกค้า ..... วันที่ ..... เวลา .....

### A - ข้อมูลพื้นฐานของลูกค้า

ชื่อลูกค้า ..... รหัสลูกค้า .....  
 ทะเบียนเลขที่ .....  
 รายชื่อกรรมการผู้มีอำนาจลงนาม .....  
 .....  
 .....  
 ประเภทธุรกิจ / Type of Business .....  
 สถานที่ทำการ / Address .....  
 .....  
 ..... รหัสไปรษณีย์ / Post Code .....  
 โทรศัพท์ / Tel No. .... มือถือ / Mobile Phone .....  
 โทรสาร / Fax No. .... Email Address .....  
 ชื่อบุคคลที่ติดต่อ (กรณีนิติบุคคล) .....



B – ข้อมูลที่จำเป็นต้องตรวจสอบหรือสอบถาม-ลูกค้านิติบุคคล		
	ทำเครื่องหมาย ✓ หน้าข้อความที่เหมาะสม	
1. การระบุข้อมูลในคำขอเปิดบัญชี	<p>1.1 ลูกค้าได้ให้รายละเอียดข้อมูลต่อไปนี้ครบถ้วนหรือไม่</p> <p>โปรดทำเครื่องหมาย ✓ ในช่องที่ท่านได้ทำการตรวจสอบข้อมูลแล้ว</p> <p><input type="checkbox"/> ชื่อกิจการที่เป็นเจ้าของบัญชีที่แท้จริง</p> <p><input type="checkbox"/> ชื่อบุคคลธรรมดาที่เป็นผู้ควบคุมการทำธุรกรรมในบัญชี</p> <p><input type="checkbox"/> ประเภทหรือลักษณะการประกอบธุรกิจ</p> <p><input type="checkbox"/> สถานที่ประกอบกิจการ และที่ติดต่อปัจจุบัน</p> <p><input type="checkbox"/> วัตถุประสงค์ในการทำธุรกรรม</p> <p><input type="checkbox"/> ประสบการณ์ในการทำธุรกรรม</p> <p><input type="checkbox"/> ประวัติการกระทำความผิดตามกฎหมายฟอกเงิน ในช่วง 3 ปีที่ผ่านมา นับแต่วันที่เปิดบัญชี</p> <p><input type="checkbox"/> กรรมการผู้มีอำนาจลงนามการเปิดบัญชี (โปรดระบุ)</p> <p>.....</p> <p>.....</p> <p><input type="checkbox"/> บุคคลที่ได้รับมอบอำนาจให้ดำเนินการแทนลูกค้า</p> <p><input type="checkbox"/> ผู้ถือหุ้นตั้งแต่ร้อยละ 30 (นับรวมส่วนที่ถือโดยบุคคลที่บริษัทเชื่อว่าเป็นกลุ่มเดียวกัน)</p> <p>.....</p> <p>.....</p>	<p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p> <p><input type="checkbox"/> มี <input type="checkbox"/> ไม่มี</p>
	<p>1.2 กรณีลูกค้าไม่กรอกรายละเอียดข้างต้น ท่านได้ดำเนินการอย่างไร</p> <p><input type="checkbox"/> สอบถามจากลูกค้า</p> <p><input type="checkbox"/> ตรวจสอบข้อมูลจากแหล่งที่เชื่อถือได้ (กรุณาระบุ) .....</p> <p><input type="checkbox"/> พิจารณาจากโครงสร้างการถือหุ้น</p> <p>ชื่อ-สกุลบุคคลที่เป็นเจ้าของบัญชีที่แท้จริง คือ .....</p> <p>ชื่อ-สกุลบุคคลที่เป็นผู้ควบคุมการทำธุรกรรมในบัญชี คือ .....</p> <p>ชื่อ-สกุลบุคคลที่เป็นผู้รับมอบอำนาจในการทำธุรกรรมในบัญชี คือ .....</p> <p>ประวัติการกระทำความผิดตามกฎหมายฟอกเงิน ในช่วง 3 ปีที่ผ่านมา .....</p> <p>.....</p> <p>ผู้ถือหุ้นตั้งแต่ร้อยละ 30 ได้แก่ .....</p> <p>.....</p> <p>หมายเหตุ : การระบุถึงบุคคลที่เป็นเจ้าของบัญชีที่แท้จริงให้พิจารณาโครงสร้างการถือหุ้น โดยนับสัดส่วนการถือหุ้นตั้งแต่ร้อยละ 30 (นับรวมส่วนที่ถือโดยบุคคลที่เชื่อว่าเป็นกลุ่มเดียวกัน) หากผู้ถือหุ้นเป็นนิติบุคคล ให้พิจารณาการถือหุ้นในทอดต่อไปด้วย (ตั้งแต่ร้อยละ 50) จนถึงผู้ถือหุ้นที่เป็นบุคคลธรรมดา อย่างไรก็ตาม หากผู้ถือหุ้นตั้งแต่ร้อยละ 50 ขึ้นไปในทอดสุดท้ายเป็นนิติบุคคล ก็ให้ถือกรรมการผู้มีอำนาจผูกพันนิติบุคคลดังกล่าวเป็นผู้รับประโยชน์หรือบุคคลที่มีอำนาจควบคุมของลูกค้าที่เปิดบัญชี แล้วแต่กรณี ยกเว้น ในกรณีที่ไม่สามารถรวบรวมข้อมูลดังกล่าวได้ ก็ให้ใช้รายชื่อกรรมการผู้มีอำนาจของนิติบุคคลที่เป็นผู้ถือหุ้นใหญ่ในทอดแรก (ร้อยละ 30) แทนก็ได้</p>	
2. แหล่งที่มาของทรัพย์สิน	<p>แหล่งที่มาของทรัพย์สินของลูกค้า (เลือกได้มากกว่า 1 ข้อ) และมูลค่าทรัพย์สินสุทธิโดยประมาณ</p> <p><input type="checkbox"/> การประกอบธุรกิจ <input type="checkbox"/> ภูมิ <input type="checkbox"/> มรดก</p> <p><input type="checkbox"/> อื่นๆ (กรุณาระบุ) .....</p> <p>มูลค่าทรัพย์สินสุทธิโดยประมาณ .....บาท</p>	
3. กรณีเจ้าของบัญชีมีผู้รับมอบอำนาจ	<p>ความสัมพันธ์ระหว่างผู้รับมอบอำนาจกับเจ้าของบัญชี คือ .....</p> <p>.....</p>	

ชื่อลูกค้า ..... รหัสลูกค้า .....

<p><b>ความเห็นของ Marketing Officer</b></p>  <p><b>ขอรับรองว่าเป็นความจริง</b></p> <p>ลงชื่อ ..... ( ..... ) วันที่ .....</p>	<p><b>ความเห็นของ Div. Head or Branch Manager</b></p>  <p>ลงชื่อ ..... ( ..... ) วันที่ .....</p>	<p><b>ความเห็นของ Supervisor</b></p>  <p>ลงชื่อ ..... ( ..... ) วันที่ .....</p>
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**C สำหรับฝ่ายปฏิบัติการ**

<b>C (1) – ข้อมูลที่จำเป็นต้องตรวจสอบหรือสอบถาม (กรณีลูกค้าอยู่ในกลุ่มที่มีความเสี่ยงสูงในการฟอกเงิน :กลุ่ม 3)</b>		
<b>4. การตรวจสอบข้อมูลอื่น</b>	<p>ท่านได้ตรวจสอบหรือสอบถามข้อมูลดังต่อไปนี้ หรือไม่</p> <p>4.1 ลูกค้ามีกรรมการผู้มีอำนาจลงนามมีความเกี่ยวข้องกับการเมือง (ตามแนวทางสมาคม) ถ้าใช่ กรุณาระบุความสัมพันธ์ที่เกี่ยวข้อง..... ..</p> <p>4.2 ลูกค้ามีแหล่งเงิน สถานที่ประกอบธุรกิจ สถานที่ติดต่อ หรือมีกรรมการผู้มีอำนาจลงนามที่มีสัญชาติหรือถิ่นที่อยู่ในเขตดินแดน/ประเทศ NCCTs หรือ Countries subject to monitoring ถ้าใช่ กรุณาระบุรายละเอียด .....</p> <p>4.3 ลูกค้าประกอบธุรกิจอยู่ในกลุ่มที่มีความเสี่ยงสูง (เช่น สำนักกฎหมาย ธุรกิจการซื้อขายเพชร พลอย วัตถุโบราณ หรือทองคำ ธุรกิจรับแลกเปลี่ยนเงินตราต่างประเทศ บริการโอนเงิน สถานกาสีโนและการพนัน โรงงานผลิตอาวุธ ตัวแทนค้าอาวุธ ตัวแทนหรือบุคคลผู้ประกอบธุรกิจให้กู้ยืมเงินนอกระบบ) ถ้าใช่ กรุณาระบุรายละเอียด .....</p> <p>หมายเหตุ : ลูกค้าหมายรวมถึงผู้รับผลประโยชน์ ผู้มีอำนาจควบคุม และผู้รับมอบอำนาจ.</p>	<p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p>
<b>5. การ Verify เพิ่มเติม</b>	<p>ท่านมีการ identify และ verify ลูกค้าเพิ่มเติม โดยวิธีการใดวิธีการหนึ่ง ดังนี้ หรือไม่</p> <p>5.1 ขอหลักฐานหรือเอกสารอื่น ที่สามารถยืนยันตัวตนและที่อยู่ถาวรของลูกค้าได้</p> <p>5.2 สอบถามข้อมูลจากแหล่งอ้างอิงที่เชื่อถือได้</p> <p>5.3 ขอสำเนา photo ID ของผู้รับผลประโยชน์หรือผู้มีอำนาจควบคุมการทำธุรกรรม ในทอดสุดท้าย</p> <p>5.4 ขอข้อมูล/เอกสารเกี่ยวกับแหล่งที่มาของเงิน</p>	<p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p> <p><input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่</p>
<b>6. การอนุมัติเปิดบัญชี</b>	ท่านได้ให้ผู้บริหารระดับสูงเป็นผู้อนุมัติการเปิดบัญชีหรือไม่	<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่

C (2) – ตรวจสอบข้อมูลลูกค้าเพิ่มเติม			
1. การตรวจสอบรายชื่อกับ <b>ML/FT Sanction lists and PEPs lists</b>	ท่านได้ตรวจสอบรายชื่อบุคคลต่อไปนี้ ตามรายการที่ระบุไว้ในข้อ 7 ของแนวทางสมาคม หรือไม่ โปรดทำเครื่องหมาย ✓ ในช่องที่ท่านได้ทำการตรวจสอบแล้ว <input type="checkbox"/> ลูกค้าที่เปิดบัญชี <input type="checkbox"/> ผู้มีอำนาจควบคุมในทอดสุดท้าย (ถ้ามี) <input type="checkbox"/> ผู้ที่ได้รับผลประโยชน์ในทอดสุดท้าย (ถ้ามี) <input type="checkbox"/> ผู้รับมอบอำนาจในการดำเนินการกับทรัพย์สินของลูกค้า (ถ้ามี) <input type="checkbox"/> กรรมการผู้ลงนามในเอกสารการเปิดบัญชี (กรณีนิติบุคคล)		<input type="checkbox"/> มี <input type="checkbox"/> ไม่มี <input type="checkbox"/> มี <input type="checkbox"/> ไม่มี <input type="checkbox"/> มี <input type="checkbox"/> ไม่มี <input type="checkbox"/> มี <input type="checkbox"/> ไม่มี <input type="checkbox"/> มี <input type="checkbox"/> ไม่มี
2. การรายงานธุรกรรมที่มี เหตุอันควรสงสัย	ลูกค้าเคยถูกบริษัทรายงานธุรกรรมที่มีเหตุอันควรสงสัยต่อ ปปง. ใช่หรือไม่ ถ้าเคยถูกรายงาน กรุณาระบุลักษณะธุรกรรม ..... .....		<input type="checkbox"/> ใช่ <input type="checkbox"/> ไม่ใช่
<b>ความเห็นของ ฝ่ายปฏิบัติการ</b>  ลูกค้ามีความเสี่ยงอยู่ ในกลุ่ม .....  ลงชื่อ ..... ( ) วันที่ .....	<b>ความเห็นของ Legal</b>  ลงชื่อ ..... ( ) วันที่ .....	<b>ความเห็นของ Risk Management</b>  ลงชื่อ ..... ( ) วันที่ .....	<b>ความเห็นของ COO/ MD</b>  ลงชื่อ ..... ( ) วันที่ .....
<b>หมายเหตุ :</b> การเปิดบัญชีสำหรับลูกค้ากลุ่ม 3 หรือ Foreign omnibus account หรือกองทุนรวมที่จดทะเบียนในต่างประเทศ ต้องได้รับการอนุมัติ จากผู้บริหารระดับสูงทุกกรณี ประเทศที่เป็น Full member ของ FATF ได้แก่ ประเทศ NCCTs ปัจจุบัน ประเทศพม่า Countries subject to monitoring ได้แก่ ประเทศอินโดนีเซีย (Indonesia) ประเทศฟิลิปปินส์ (The Philippines) ประเทศยูเครน (Ukraine) ประเทศบาฮามาส (The Bahamas) และประเทศคุกไอส์แลนด์ (Cook Islands)			

## Customer FATCA Form for Individual

Additional Document 3.4 Individual

!!!! คำเตือน / Attention !!!!!

ลูกค้าเปิดบัญชีใหม่ทั้งที่เป็นบุคคลอเมริกันและไม่ใช่มุสลิมอเมริกันทุกราย / All customers, either U.S. person or non-U.S. person, must fill in this form before opening the account with the company

โปรดทำเครื่องหมาย ✓ ในช่อง ☐ ทั้งส่วนที่ 1 และส่วนที่ 2 ให้ครบทุกข้อและทุกหน้า พร้อมลงลายมือชื่อของลูกค้าในช่องที่กำหนดให้ครบถ้วน

Please check ☒ in all questions both in Part 1 and Part 2 together with the customer's signature

ผู้เปิดบัญชี (คำนำหน้า/ชื่อ/นามสกุล) Applicant Name (Title/Name/Surname )	สัญชาติ Nationality
เลขที่บัตรประชาชน ID Card No.	หนังสือเดินทาง เลขที่ Passport No.

## ส่วนที่ 1 :- ความสัมพันธ์ทางธุรกิจที่ท่านมีกับบริษัท

## Part 1 Business relationship with the company

บุคคลอเมริกัน / U.S. Person		
หากท่านทำเครื่องหมายในช่อง "ใช่" ช่องใดช่องหนึ่ง โปรดข้ามคำถามในส่วนของผู้ที่ไม่ใช่มุสลิมอเมริกันข้างท้ายนี้ และกรอกแบบฟอร์ม W-9 If you check "Yes" in any one box, please skip the Non-U.S. Person questionnaire below and complete IRS Form W-9		
1. ท่านเป็นบุคคลอเมริกันใช่หรือไม่ / Are you a U.S. Citizen?	ใช่/Yes <input type="checkbox"/>	ไม่ใช่/No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>โปรดตอบ "ใช่" หากท่านเป็นพลเมืองอเมริกัน แม้ว่าท่านอาศัยอยู่นอกสหรัฐ</li> <li>โปรดตอบ "ใช่" หากท่านมีสถานะเป็นพลเมืองของหลายประเทศ และหนึ่งในนั้นคือเป็นพลเมืองอเมริกัน</li> <li>โปรดตอบ "ใช่" หากท่านเกิดในสหรัฐ (หรือดินแดนที่เป็นของสหรัฐ) และยังไม่ได้สละความเป็นพลเมืองของสหรัฐตามกฎหมาย</li> <li>You must answer "Yes" if you are U.S. citizen even though you reside outside of the U.S.</li> <li>You must answer "Yes" if you hold multiple citizenships, one of which is U.S. citizenship.</li> <li>You must answer "Yes" if you were born in the U.S. (or U.S. Territory) and have not legally surrendered U.S. citizenship.</li> </ul>		
2. ท่านเป็นผู้ถือบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกกฎหมายในสหรัฐ (กรีนการ์ด) ใช่หรือไม่ Are you a U.S. Green Card Holder?	ใช่/Yes <input type="checkbox"/>	ไม่ใช่/No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>โปรดตอบ "ใช่" หากสำนักงานตรวจคนเข้าเมืองและสัญชาติของสหรัฐได้ออกบัตรประจำตัวคนต่างด้าวที่ได้ขึ้นทะเบียนเป็นผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐ (กรีนการ์ด) ให้แก่ท่าน</li> <li>โปรดตอบ "ใช่" ไม่ว่าบัตรประจำตัวคนต่างด้าวที่ได้ขึ้นทะเบียนเป็นผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐ (กรีนการ์ด) ของท่านจะหมดอายุแล้วหรือยังไม่หมดอายุ ณ วันที่ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้</li> <li>โปรดตอบ "ไม่ใช่" หากบัตรประจำตัวคนต่างด้าวที่ได้ขึ้นทะเบียนเป็นผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐ (กรีนการ์ด) ของท่านได้ถูกสละยกเลิก หรือถอนออกอย่างเป็นทางการแล้ว ณ วันที่ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้</li> <li>You must answer "Yes" if the U.S. Citizenship and Immigration Service (USCIS) has issued you a U.S. alien registration card as a lawful permanent resident of the U.S.</li> <li>You must answer "Yes" irrespective of your Green Card's expiration date and irrespective of whether such expiration date has passed as of the date you sign and complete the form.</li> <li>You should answer "No" if your Green Card has been officially abandoned, revoked, or relinquished as of the date you sign and complete this form.</li> </ul>		
3. ท่านมีสถานะเป็นผู้มีถิ่นที่อยู่ในสหรัฐเพื่อวัตถุประสงค์ในการเก็บภาษีของสหรัฐใช่หรือไม่ Are you a U.S. resident for U.S. tax purposes?	ใช่/Yes <input type="checkbox"/>	ไม่ใช่/No <input type="checkbox"/>
<p>ท่านอาจถูกพิจารณาว่าเป็นผู้มีถิ่นที่อยู่ในสหรัฐหากเป็นไปตามเกณฑ์ "Substantial Physical Presence Test" ตัวอย่างที่ท่านจะถือว่าเป็นไปตามเกณฑ์นี้ ในปีปัจจุบัน ท่านอยู่ในสหรัฐอย่างน้อย 183 วัน เป็นต้น และหากต้องการรายละเอียดเพิ่มเติม โปรดศึกษาข้อมูลใน website ของหน่วยงานจัดเก็บภาษีของสหรัฐ ดังนี้ <a href="http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test">http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test</a></p> <p>You may considered a U.S. resident if you meet the "Substantial Physical Presence Test". You will meet this test if, for instance, during the current year, you were present in the U.S. for at least 183 days. For more details, please refer to the information on the IRS website <a href="http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test">http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test</a></p>		

ไม่เป็นบุคคลอเมริกัน / Non-U.S. Person		
<p>หากท่านทำเครื่องหมาย "ใช่" ช่องใดช่องหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN พร้อมทั้งส่งเอกสารประกอบ</p> <p>If you check "Yes" in any one box, please complete IRS Form W-8BEN and provide supporting document(s)</p>		
<p>1. ท่านมี (หรือจะมี) การมอบอำนาจหรือให้อำนาจการลงลายมือชื่อแก่บุคคลที่มีที่อยู่ในสหรัฐ เพื่อการใดๆ ที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับบริษัท ใช่หรือไม่</p> <p>Do you have (or will you have) a power of attorney or signatory authority for the account granted to person with U.S. address?</p>	<p>ใช่/Yes <input type="checkbox"/></p>	<p>ไม่ใช่/No <input type="checkbox"/></p>
<p>2. ท่านมี (หรือจะมี) ที่อยู่สำหรับรับไปรษณีย์แทนหรือที่อยู่สำหรับการส่งเพื่อดำเนินการเกี่ยวกับบัญชีที่เปิดไว้หรือมีอยู่กับบริษัทแต่เพียงที่อยู่ในสหรัฐ ใช่หรือไม่</p> <p>Do you have (or will you have) a hold mail or in care of address in U.S. as the sole address for the account?</p>	<p>ใช่/Yes <input type="checkbox"/></p>	<p>ไม่ใช่/No <input type="checkbox"/></p>
<p>3. ท่านมี (หรือจะมี) ที่อยู่อาศัยในปัจจุบัน หรือที่อยู่เพื่อการติดต่อสำหรับบัญชีที่เปิดไว้หรือมีอยู่กับบริษัทในสหรัฐ ใช่หรือไม่</p> <p>Do you have (or will you have) a current U.S. residence address or U.S. mailing address for the account?</p>	<p>ใช่/Yes <input type="checkbox"/></p>	<p>ไม่ใช่/No <input type="checkbox"/></p>
<p>4. ท่านมีหมายเลขโทรศัพท์ในสหรัฐ เพื่อการติดต่อท่านหรือบุคคลอื่นที่เกี่ยวข้องกับบัญชีที่เปิดไว้หรือมีอยู่กับบริษัทหรือไม่</p> <p>Do you have U.S. telephone number for contacting you or another person in relation to the account?</p>	<p>ใช่/Yes <input type="checkbox"/></p>	<p>ไม่ใช่/No <input type="checkbox"/></p>

**ส่วนที่ 2 :-** การยืนยันและการเปลี่ยนแปลงสถานะของผู้ที่ไม่มีสถานะความเป็นบุคคลอเมริกัน

**Part 2 Confirmations and Change of Non-U.S. Person Status**

- ท่านยืนยันว่า ข้อความข้างต้นเป็นความจริง และครบถ้วนสมบูรณ์  

You confirm that the above information is true, accurate and complete
- ในกรณีที่ท่านไม่ใช่บุคคลอเมริกัน ท่านตกลงที่จะแจ้งให้บริษัททราบทันที หากมีการเปลี่ยนแปลงสถานะของท่านเป็นบุคคลอเมริกัน ภายใต้กฎหมายภาษีอากรของสหรัฐ  

In case that you are a Non-U.S. Person, you agree to promptly notify the company should there be any change in your status to become a U.S. Person under U.S. tax law.
- ท่านรับทราบและตกลงว่า ในกรณีที่ท่านไม่ได้แจ้งให้บริษัททราบในทันทีเกี่ยวกับการเปลี่ยนแปลงใดๆ ในสถานะความไม่เป็นบุคคลอเมริกันของท่าน หรือการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ เกี่ยวกับสถานะความไม่เป็นบุคคลอเมริกันของท่าน จะมีผลให้บริษัทมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน  

You acknowledge and agree that failure to promptly notify the company of any change in your status as a Non-U.S. Person, or provision of any false, incorrect, inaccurate or incomplete information as to your status as a Non-U.S. Person shall entitle the company to terminate, at its sole discretion, the entire business relationship with you or part of such relationship as the company may determine in its sole discretion.
- ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ บริษัทมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือแต่บางส่วน  

You acknowledge and agree that if you are U.S. Person but the information provided on this form or IRS Form W-9 is false, incorrect, inaccurate or incomplete, the company shall be entitled to terminate, at its sole discretion, the entire business relationship with you or part of such relationship as the company may determine in its sole discretion.

### ส่วนที่ 3 :- การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี

#### Part 3 Authorization for information disclosure and account withholding

ภายใต้ขอบเขตของกฎหมายที่เกี่ยวข้อง และ/หรือ ข้อตกลงใดๆ ระหว่างบริษัทและหน่วยงานภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ท่านตกลงให้ความยินยอม และตกลงที่จะไม่เพิกถอนการให้ความยินยอมดังกล่าวแก่บริษัท ในการดำเนินการดังต่อไปนี้

To the extent required by applicable laws and/or any agreements between company and domestic and/or foreign tax authorities, you hereby irrevocably authorize company to:

1. เปิดเผยข้อมูลต่างๆ ของท่านเพื่อประโยชน์ในการปฏิบัติตาม FATCA หน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของสหรัฐ (Internal Revenue Service: IRS) ข้อมูลดังกล่าว ได้แก่ ชื่อ ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การฝากถอนเงินในบัญชีในระหว่างปีปฏิทินที่ผ่านมา รายการเคลื่อนไหวทางบัญชี จำนวนเงิน ประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือ ทรัพย์สินอื่นๆ ที่มีอยู่กับบริษัท ตลอดจนจำนวนรายได้ และข้อมูลอื่นๆ ที่เกี่ยวกับความสัมพันธ์ทางธุรกิจที่อาจถูกร้องขอโดยบริษัท หน่วยงานทางภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย

Disclose to the company (for the benefit of FATCA compliance), domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS) your name, address, taxpayer identification number, account number, account balance or value, the deposit/withdraw money made with respect to the account during the calendar year, account statements, the amount of money, the type and value of financial products and/or other assets held by the company, as well as the amount of revenue and income and any other information regarding the business relationship which may be requested or required by the domestic and/or foreign tax authorities, including the IRS;

2. หักเงินจากบัญชีของท่าน และ/หรือ เงินที่ท่านอาจมีหรือมีสิทธิได้รับจากบริษัท ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงความตกลงใดๆ ระหว่างบริษัท และหน่วยงานจัดเก็บภาษีอากรดังกล่าว

Withhold from your account and/or the income you may have or may be entitled to get paid from the company in the amount as required by the domestic and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, between the company and such tax authorities;

3. ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน ท่านยินยอมและผูกพันในการรับผิดชอบค่าใช้จ่ายใดๆ ที่อาจเกิดขึ้นแก่บริษัทในการปฏิบัติ ตาม FATCA (เช่น ขั้นตอนในการรายงานข้อมูลไปที่ IRS และขั้นตอนในการตรวจสอบเพื่อทราบข้อเท็จจริงเกี่ยวกับลูกค้า เป็นต้น) ตามที่บริษัทฯ จะแจ้งให้ท่านทราบในภายหลัง

You acknowledge and agree that in case you are U.S. person, you agree to accept all expenses incurred which may occur from any further operation or any procedure (i.e. to report to the IRS and to perform due diligence etc.) in order to comply with all FATCA regulations.

In this regard, such all expenses shall be notified by the Company afterward.

หากไม่มีการดำเนินการหักเงินจากบัญชีของท่าน และ/หรือ เงินได้ที่ท่านอาจมีหรือมีสิทธิได้รับจากบริษัท ตามข้อ 2 ข้างต้น บริษัทจำเป็นต้องยุติความสัมพันธ์ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่บริษัทเห็นสมควร โดยเป็นดุลยพินิจแต่เพียงฝ่ายเดียวของบริษัท ในกรณีที่ท่านไม่กรอกข้อมูลและลงลายมือชื่อในแบบฟอร์มนี้ ไม่แจ้งเพื่อปรับปรุงข้อมูลตามที่ได้ให้ไว้ตามแบบฟอร์มนี้ หรือในกรณีที่ท่านให้ข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ในแบบฟอร์มนี้

If no account or income withholding is made pursuant to clause 2 above, the company shall be entitled to terminate, at its sole discretion, the entire business relationship with you or part of such relationship as the company may determine in its sole discretion in the event of a failure to sign and complete this form, a failure to update information as provided in this form, or in the event that you provide information that is false, incorrect, incomplete or inaccurate on this form.

ลายมือชื่อของลูกค้าผู้เปิดบัญชี Signature of Applicant	วันที่ Date
สำหรับบริษัท ผู้มีอำนาจลงนาม For the company Authorized Person	วันที่ Date



## Customer FATCA Form for Entity

!!!! คำเตือน / Attention!!!!

ลูกค้าเปิดบัญชีใหม่ทั้งที่เป็นนิติบุคคลอเมริกันและไม่ใช่นิติบุคคลอเมริกันทุกราย / All customers, either U.S. Entity or non-U.S. Entity, must fill in this form before opening the account with the company

โปรดทำเครื่องหมาย ✓ ในช่อง ☐ ทั้งส่วนที่ 1 และส่วนที่ 2 ให้ครบทุกข้อและทุกหน้า พร้อมลงลายมือชื่อของผู้มีอำนาจลงนามในช่องที่กำหนดให้ครบถ้วน

Please check ☒ in all questions both in Part 1 and Part 2 together with the authorized person's signature

ผู้เปิดบัญชี (คำนำหน้า/ชื่อ) Applicant Name (Title/Name)	ประเทศที่จดทะเบียนจัดตั้ง Country of Incorporation or Organization
ประเภทองค์กร / Type of Entity <input type="checkbox"/> ห้างหุ้นส่วน / Partnership <input type="checkbox"/> บริษัทมหาชนจำกัด / Public Limited Company <input type="checkbox"/> บริษัทจำกัด / Private Limited Company <input type="checkbox"/> อื่นๆ / Other .....	หมายเลขทะเบียน Registration Number

\*หมายเหตุ ลูกค้าทุกท่าน ทั้งในกรณีที่เป็นนิติบุคคลอเมริกันและมิได้เป็นนิติบุคคลอเมริกันที่มีความประสงค์จะเปิดบัญชีกับบริษัทต้องกรอก แบบฟอร์ม FATCA ทุกท่าน

ส่วนที่ 1 ความสัมพันธ์ทางธุรกิจที่ท่านมีกับบริษัท

## Part 1 Business relationship with the company

## นิติบุคคลอเมริกัน / U.S. Entity

หากท่านทำเครื่องหมายในช่อง "ใช่" ช่องใดช่องหนึ่ง โปรดข้ามคำถามในส่วนของผู้ที่ไม่ใช่นิติบุคคลอเมริกันข้างท้ายนี้ และกรอกแบบฟอร์ม W-9

If you check "Yes" in any one box, please skip the Non-U.S. Person questionnaire below and complete IRS Form W-9

1. ลูกค้าเป็นคอร์ปอเรชั่นหรือห้างหุ้นส่วนอเมริกันใช่หรือไม่ / Is the Customer a U.S. Corporation/Partnership? • โปรดตอบ "ใช่" หากลูกค้าเป็นคอร์ปอเรชั่น/ห้างหุ้นส่วน หรือนิติบุคคลอื่นๆ ที่จัดตั้งภายใต้กฎหมายสหรัฐ กฎหมายของมลรัฐในสหรัฐ หรือ District of Columbia หรือได้รับการปฏิบัติเช่นนิติบุคคลท้องถิ่นของสหรัฐภายใต้บทบัญญัติอื่นใดของกฎหมายอาชญากรรมสหรัฐ • เพื่อวัตถุประสงค์ของคำถามนี้ โปรดตอบ "ใช่" หากลูกค้าถูกจัดตั้งขึ้นในมากกว่าหนึ่งประเทศ หรือหนึ่งในนั้นคือสหรัฐอย่างสมบูรณ์ตามกฎหมาย • You must answer "Yes" if the Customer is a corporation/partnership or other entity incorporated or organized in or under the laws of the U.S., a U.S. state, or the District of Columbia or is treated as a U.S. domestic entity under any other provision of U.S. federal income law. • For purposes of this question, you must answer "Yes" if the Customer was created, incorporated or organized in more than one jurisdiction, one of which is the U.S.	ใช่/Yes <input type="checkbox"/>	ไม่ใช่/No <input type="checkbox"/>
2. ลูกค้าเป็นกองมรดกที่มีรายได้ซึ่งอยู่ภายใต้การจัดเก็บภาษีเงินได้ของรัฐบาลสหรัฐ โดยไม่คำนึงถึงแหล่งที่มาของรายได้ ใช่หรือไม่ Is the Customer an estate the Income of which is subject to U.S. federal income taxation regardless of source? หมายเหตุ- สถานะของกองมรดกที่เป็นบุคคลอเมริกันหรือไม่เป็นบุคคลอเมริกัน ขึ้นอยู่กับข้อเท็จจริงและสภาวะแวดล้อมที่เกี่ยวข้องทั้งหมด ซึ่งรวมถึงการแต่งตั้งผู้จัดการกองมรดกหรือตัวแทนจัดการกองมรดกที่เป็นพลเมืองอเมริกันหรือผู้มีถิ่นที่อยู่ในสหรัฐ ตลอดจนขอบเขตอำนาจและกำหนดเวลาในการเป็นตัวแทนจัดการกองมรดกในสหรัฐ Remark - The status of an estate as a U.S. Person or Non-U.S. Person depends on all the facts and circumstances involved, including the appointment of an executor or ancillary administrator who is a citizen or resident of the U.S. and the extent and duration of the activities of the ancillary administrator in the U.S.	ใช่/Yes <input type="checkbox"/>	ไม่ใช่/No <input type="checkbox"/>
3. ลูกค้าเป็นกองทรัสต์ที่มีลักษณะดังต่อไปนี้หรือไม่ Is the Customer a trust that (ก)(1) ศาลในสหรัฐมีเขตอำนาจในการกำกับดูแลการบริหารจัดการของทรัสต์ในเบื้องต้น และ (2) บุคคลที่เป็นบุคคลอเมริกันรายหนึ่งหรือหลายรายมีอำนาจในการควบคุมการตัดสินใจทั้งหมดในเรื่องสำคัญของกองทรัสต์ หรือ (ข) เป็นกองทรัสต์ที่เลือกที่จะให้ได้รับการปฏิบัติเช่นบุคคลอเมริกันเพื่อวัตถุประสงค์ในการจัดเก็บภาษีเงินได้ของรัฐบาลสหรัฐ (a)(1) a court within the U.S. is able to exercise primary supervision over its administration; and (2) one or more U.S. Persons have the authority to control all of the substantial decisions of the trust; or	ใช่/Yes <input type="checkbox"/>	ไม่ใช่/No <input type="checkbox"/>

ไม่เป็นนิติบุคคลอเมริกัน / Non-U.S. Entity		
หากท่านทำเครื่องหมาย “ใช่” ช่องใดช่องหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN-E พร้อมทั้งส่งเอกสารประกอบ		
If you check “Yes” in any one box, please complete IRS Form W-8BEN and provide supporting document(s)		
<div>1. ลูกค้าเป็นองค์กร/นิติบุคคลที่มีบุคคลอเมริกันมีสัดส่วนความเป็นเจ้าของอย่างมีนัยยะสำคัญ ใช่หรือไม่</div> <div>Is the Customer an entity with substantial U.S. ownership?</div> <div><div><div><div><div><div>●</div><div>โปรดตอบ “ใช่” หากลูกค้าเป็นคอร์ปอเรชั่นที่มีบุคคลอเมริกันรายหนึ่งหรือหลายราย ซึ่งแต่ละรายเป็นผู้ถือหุ้นในคอร์ปอเรชั่นนั้น ไม่ว่าโดยตรงหรือโดยอ้อมเกินกว่าร้อยละ 10 ของหุ้นทั้งหมด ไม่ว่าในแง่สิทธิออกเสียงหรือมูลค่าหุ้น การถือหุ้นไม่ว่าโดยตรงหรือโดยอ้อม จะถูกพิจารณาว่าเป็นการถือหุ้นตามสัดส่วนโดยผู้ถือหุ้น หุ้นส่วน ผู้ก่อตั้งทรัสต์ หรือบุคคลอื่นที่ได้รับการปฏิบัติเสมือนเจ้าของของคอร์ปอเรชั่น หรือกองทรัสต์</div></div><div><div>●</div><div>โปรดตอบ “ใช่” หากลูกค้าเป็นห้างหุ้นส่วนที่มีบุคคลอเมริกันรายหนึ่งหรือหลายรายเป็นผู้ลงทุนหรือมีส่วนแบ่งกำไรในห้างหุ้นส่วนนั้น ไม่ว่าโดยตรงหรือโดยอ้อมเกินกว่าร้อยละ 10 ของทุนหรือกำไรทั้งหมด ทั้งนี้ หากคอร์ปอเรชั่น ห้างหุ้นส่วน หรือกองทรัสต์เป็นผู้ลงทุนหรือมีส่วนแบ่งกำไรในห้างหุ้นส่วน ไม่ว่าโดยตรงหรือโดยอ้อม จะถูกพิจารณาว่าเป็นการมีหรือถือตามสัดส่วนโดยผู้ถือหุ้น หุ้นส่วน ผู้ก่อตั้งทรัสต์ หรือบุคคลอื่นที่ได้รับการปฏิบัติเสมือนเจ้าของของคอร์ปอเรชั่น ห้างหุ้นส่วน หรือกองทรัสต์นั้น</div></div><div><div>●</div><div>โปรดตอบ “ใช่” หากลูกค้าเป็นกองทรัสต์ และมีบุคคลอเมริกันรายหนึ่งได้รับการปฏิบัติเสมือนเจ้าของในส่วนใดส่วนหนึ่งของกองทรัสต์นั้น เพื่อวัตถุประสงค์ในการเก็บภาษีเงินได้ของรัฐบาลสหรัฐ หรือมีบุคคลอเมริกันรายหนึ่งหรือหลายรายมีส่วนได้ผลประโยชน์ ไม่ว่าโดยตรงหรือโดยอ้อมเกินกว่าร้อยละ 10 ของผลประโยชน์ทั้งหมดของกองทรัสต์นั้น ทั้งนี้ ผู้รับผลประโยชน์จากกองทรัสต์ที่กำหนดให้ทรัสต์มีดุลยพินิจในการตัดสินใจ จะถูกพิจารณาว่ามีสัดส่วนการรับผลประโยชน์เกินกว่าร้อยละ 10 ของผลประโยชน์ทั้งหมดของกองทรัสต์ หากมูลค่าของสกุลเงินหรือทรัพย์สินอื่นๆ ที่ได้จัดสรรให้แก่ผู้รับประโยชน์จากกองทรัสต์ซึ่งทรัสต์มีดุลยพินิจในการตัดสินใจ ในระหว่างปีปฏิทินที่ผ่านมามีจำนวนเกินกว่าร้อยละ 10 ของมูลค่าการจัดสรรผลประโยชน์ทั้งหมดในปีนั้นๆ และหากคอร์ปอเรชั่น ห้างหุ้นส่วน หรือกองทรัสต์เป็นผู้มีกรรมสิทธิ์หรือได้รับผลประโยชน์ในกองทรัสต์ ไม่ว่าโดยตรงหรือโดยอ้อมจะถูกพิจารณาว่าเป็นการมีหรือถือตามสัดส่วนโดยผู้ถือหุ้น หุ้นส่วน ผู้ก่อตั้งทรัสต์ หรือบุคคลใดที่ได้รับการปฏิบัติเสมือนเจ้าของในคอร์ปอเรชั่นหรือกองทรัสต์นั้น</div></div><div><div>●</div><div>You must answer “Yes” if the Customer is a corporation having one or more U.S. persons that each own directly or indirectly more than 10% of the corporation’s stock by vote or value. Stock owned directly or indirectly by an entity that is a corporation, partnership or trust is considered owned proportionately by its shareholders, partners, grantors or other persons treated as owners.</div></div><div><div>●</div><div>You must answer “Yes” if the Customer is a partnership having one or more U.S. persons that each own directly or indirectly more than 10% of the partnership’s capital or profits interests. A capital or profits interest in a partnership owned or held directly by an entity that is a corporation, partnership or trust is considered as being owned or held proportionately by its shareholders, partners, grantors or other persons treated as owners.</div></div><div><div>●</div><div>You must answer “Yes” if the Customer is a trust and a U.S. person is treated as an owner of any portion of the trust for U.S. federal income tax purposes, or a one or more U.S. persons each hold, directly or indirectly more than 10% of the beneficial interests of the trust. A discretionary beneficiary owns more than 10% of the beneficial interests in a trust if the value of the currency or other property distributed to the discretionary during the prior calendar year exceeds 10% of the value of all distributions made by the trust during that year. An ownership or beneficial interest in a trust owned or held directly or indirectly by an entity is a corporation, partnership or trust is considered as being owned or held proportionately by its shareholders, partners, grantors or other persons treated as owners.</div></div></div></div></div><div><div>ใช่/Yes</div><div><input type="checkbox"/></div><div>ไม่ใช่/No</div><div><input type="checkbox"/></div></div></div>		

ส่วนที่ 2 การยืนยันและการเปลี่ยนแปลงสถานะของผู้ที่ไม่มีสถานะความเป็นบุคคลอเมริกัน

Part 2 Confirmations and Change of Non-U.S. Person Status

1. ลูกค้ายืนยันว่า ข้อความข้างต้นเป็นความจริง และครบถ้วนสมบูรณ์

The Customer confirms that the above information is true, accurate and complete.

2. ในกรณีที่ลูกค้าไม่ใช่บุคคลอเมริกัน ลูกค้าตกลงที่จะแจ้งให้บริษัททราบทันที หาก (ก) มีการเปลี่ยนแปลงสถานะความเป็นบุคคลอเมริกันของลูกค้าภายใต้กฎหมายภาษีอากรของสหรัฐ(ข) มีการเปลี่ยนแปลงสัดส่วนการถือหุ้น (ไม่ว่าในแง่สิทธิออกเสียงหรือมูลค่า) และ/หรือ สัดส่วนของทุน/ผลประโยชน์ (แล้วแต่กรณี) หรือสัดส่วนผลประโยชน์ของบุคคลอเมริกันในลูกค้า ไม่ว่าโดยตรงหรือโดยอ้อม

In case that the Customer is a Non-U.S. Person, the Customer agrees to promptly notify the company should there be (i) any change in the Customer’s status as a Non-U.S. Person under U.S. tax law; or (ii) any change in shareholding (regardless of by vote or value) and/or capital/interests ratio (as the case may be) or trust beneficial interests of U.S. Persons in the Customer, whether held directly or indirectly.

3. ลูกค้ารับทราบและตกลงว่า การไม่แจ้งให้บริษัททราบในทันทีเกี่ยวกับการเปลี่ยนแปลงใดๆ ในสถานะความไม่เป็นบุคคลอเมริกันของลูกค้า หรือการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ เกี่ยวกับสถานะความไม่เป็นบุคคลอเมริกันของลูกค้า หรือการไม่แจ้งให้บริษัททราบในทันทีเกี่ยวกับการเปลี่ยนแปลงสัดส่วนการถือหุ้น (ไม่ว่าในแง่สิทธิออกเสียงหรือมูลค่า) และ/หรือ สัดส่วนของทุน/ผลประโยชน์ (แล้วแต่กรณี) หรือสัดส่วนผลประโยชน์ของบุคคลอเมริกันในลูกค้า ไม่ว่าโดยตรงหรือโดยอ้อม จะมีผลให้บริษัทมีดุลยพินิจแต่เพียงฝ่ายเดียวที่จะใช้สิทธิบอกเลิกความสัมพันธ์ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือบางส่วน

The Customer acknowledges and agrees that failure to promptly notify the company of any change in the Customer's status as a Non-U.S. Person, or provision of any false, incorrect, inaccurate or incomplete information as to the Customer's status as a Non-U.S. Person or failure to promptly notify the company of any change in shareholding (regardless of by vote or value) and/or capital/interest ratio (as the case may be) or trust beneficial interests of U.S. Persons in the Customer, whether held directly or indirectly, shall entitle the company to terminate, at its sole discretion, the entire business relationship with the Customer or part of such relationship as the company may determine in its sole discretion.

4. ลูกค้ารับทราบและตกลงว่า หากลูกค้ามีสถานะเป็นบุคคลอเมริกัน และข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ บริษัทมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะใช้สิทธิบอกเลิกความสัมพันธ์ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือแต่บางส่วน

The Customer acknowledges and agrees that if the Customer is a U.S. Person and the information provided on this form or IRS Form W-9 is false, incorrect, inaccurate or incomplete, the company shall be entitled to terminate, at its sole discretion, the entire business relationship with the Customer or part of such relationship as the company may determine in its sole discretion.

### ส่วนที่ 3 การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี

#### Part 3 Authorization for information disclosure and account withholding

ภายใต้ขอบเขตของกฎหมายที่เกี่ยวข้อง และ/หรือ ข้อตกลงใดๆ ระหว่างบริษัทและหน่วยงานภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ลูกค้าตกลงให้ความยินยอม และตกลงที่จะไม่เพิกถอนการให้ความยินยอมดังกล่าวแก่บริษัท ในการดำเนินการดังต่อไปนี้

To the extent required by applicable laws and/or any agreements between company and domestic and/or foreign tax authorities, the Customer hereby irrevocably authorize company to:

1. เปิดเผยข้อมูลต่างๆ ของลูกค้าเพื่อประโยชน์ในการปฏิบัติตาม FATCA หน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของสหรัฐ (Internal Revenue Service: IRS) ข้อมูลดังกล่าว ได้แก่ ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี เลขที่บัญชี จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การฝากถอนเงินในบัญชีในระหว่างปีปฏิทินที่ผ่านมา รายการเคลื่อนไหวทางบัญชี จำนวนเงิน ประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือ ทรัพย์สินอื่นๆ ที่มีอยู่กับบริษัท รวมทั้งจำนวนรายได้ และข้อมูลอื่นๆ ที่เกี่ยวกับความสัมพันธ์ทางธุรกิจที่อาจถูกร้องขอโดยหน่วยงานทางภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย

Disclose to the company (for the benefit of FATCA compliance), domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS) the Customer's name, address, taxpayer identification number, account number, account balance or value, the deposit/withdraw money made with respect to the account during the calendar year, account statements, the amount of money, the type and value of financial products and/or other assets held with the company, as well as the amount of revenue and income and any information regarding the business relationship which may be requested or required by the domestic and/or foreign tax authorities, including the IRS;

2. หักเงินจากบัญชีของลูกค้า และ/หรือ เงินที่ลูกค้าอาจมีหรือมีสิทธิได้รับจากบริษัท ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงความตกลงใดๆ ระหว่างบริษัท และหน่วยงานจัดเก็บภาษีอากรดังกล่าว

Withhold from the Customer's account and/or the income that the Customer may have or may be entitled to get paid from the company in the amount as required by the domestic and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, including any agreements between the company and such tax authorities;

3. ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน ท่านยินยอมและผูกพันในการรับผิดชอบค่าใช้จ่ายใดๆ ทั้งปวงที่อาจเกิดขึ้นแก่บริษัทในการปฏิบัติตาม FATCA (เช่น ขั้นตอนในการรายงานข้อมูลไปที่ IRS และขั้นตอนในการตรวจสอบเพื่อทราบข้อเท็จจริงเกี่ยวกับลูกค้า เป็นต้น) ตามที่บริษัทฯ จะแจ้งให้ท่านทราบในภายหลัง

You acknowledge and agree that in case you are U.S. person, you agree to accept all expenses incurred which may occur from any further operation or any procedure (i.e. to report to the IRS and to perform due diligence etc.) in order to comply with all FATCA regulations.

In this regard, such all expenses shall be notified by the Company afterward.

หากไม่มีการดำเนินการหักเงินจากบัญชี และ/หรือ เงินที่ลูกค้าอาจมีหรือมีสิทธิได้รับจากบริษัท ตามข้อ 2 ข้างต้น บริษัทจำเป็นต้องยุติความสัมพันธ์ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือแต่บางส่วนตามที่บริษัทเห็นสมควรโดยเป็นดุลยพินิจแต่เพียงฝ่ายเดียวของบริษัท ในกรณีที่ลูกค้าไม่กรอกข้อมูลและลงลายมือชื่อในแบบฟอร์มนี้ ไม่แจ้งเพื่อปรับปรุงข้อมูลตามที่ได้ให้ไว้ตามแบบฟอร์มนี้ หรือในกรณีที่ลูกค้าให้ข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ในแบบฟอร์มนี้

If no account or income withholding is made pursuant to clause 2 above, the company shall be entitled to terminate, at its sole discretion, the entire business relationship with the Customer or part of such relationship as the company may determine in its sole discretion in the event of a failure to sign and complete this form, a failure to update information as provided in this form, or in the event that the Customer provides information that is false, incorrect, incomplete or inaccurate on this form.

<b>ลายมือชื่อของลูกค้าผู้ขอเปิดบัญชี</b> <b>Signature of Authorized Person(s) of the Customer</b> ชื่อ-นามสกุล Name ตำแหน่ง Position	<b>วันที่</b> <b>Date</b>
<b>สำหรับบริษัท</b> ผู้มีอำนาจลงนาม <b>For the company</b> Authorized Person	<b>วันที่</b> <b>Date</b>



บริษัทหลักทรัพย์ เคจีไอ(ประเทศไทย) จำกัด(มหาชน)  
173 อาคารเอเชียเซ็นเตอร์ ชั้น 8-11  
ถนนสาทรใต้ แขวงทุ่งมหาเมฆ เขตสาทร กรุงเทพฯ 10120  
โทรศัพท์ : 02-658-8712,8719 โทรสาร : 02-658-8015  
เลขที่บัตรประจำตัวผู้เสียภาษี 0107536000293

KGI SECURITIES (THAILAND) PUBLIC COMPANY LIMITED  
173 Asia Centre Building , 8th-11th Floor, South Sathorn Road,  
Thungmahamek, Sathorn, Bangkok 10120, Thailand.  
Tel. 66(0)2658-8712, 8719 Fax.66(0)2658-8015  
Tax Identification No. 0107536000293

ส่วนที่ 1 สำหรับผู้ชำระเงิน / Client's copy

วันที่ / Date \_\_\_\_\_

สาขาผู้รับฝาก / Branch \_\_\_\_\_

ชื่อลูกค้า / Name \_\_\_\_\_

REF. 1

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เลขบัตรประชาชน/เลขที่หนังสือเดินทาง(ID Card/Passport NO.) / เลขที่จดทะเบียนนิติบุคคล (Company Registration No.)

REF. 2

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เลขที่บัญชีซื้อขายหลักทรัพย์ (Account No.) / เบอร์โทรศัพท์ (TELEPHONE NO.)



ธนาคารกสิกรไทย (KBank) / Kasikorn Bank Public Company Limited



KBank Comp.Code

A/C No.

34487

099-1-31614-0

เพื่อนำเข้าบัญชี บริษัท หลักทรัพย์เคจีไอ(ประเทศไทย) จำกัด(มหาชน) เพื่อการจองซื้อหลักทรัพย์ / KGI Securities (Thailand) plc. for Securities Subscription

ประเภทการชำระเงิน / Type	เลขที่เช็ค / Chq No.	เช็คลงวันที่ / Chq Date	ธนาคาร สาขา / Bank Branch	จำนวนเงิน / Amount
<input type="radio"/> เงินสด / Cash <input type="radio"/> เช็ค / Cheque				
จำนวนเงินเป็นตัวอักษร / Amount in word				

กรุณานำเอกสารฉบับนี้ไปชำระเงินได้ที่ธนาคารกสิกรไทย จำกัด (มหาชน) ทุกสาขาทั่วประเทศ โดยไม่เสียค่าใช้จ่ายแต่อย่างใด / Please bring along this document and make a payment at all KBANK branches without any additional fee charge

ชื่อผู้นำฝาก / Deposit by \_\_\_\_\_

โทรศัพท์ / Telephone \_\_\_\_\_

สำหรับเจ้าหน้าที่ธนาคาร    ผู้รับเงิน \_\_\_\_\_



บริษัท หลักทรัพย์ เคจีไอ(ประเทศไทย) จำกัด(มหาชน)  
173 อาคารเอเชียเซ็นเตอร์ ชั้น 8-11  
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เลขที่บัตรประจำตัวผู้เสียภาษี 0107536000293

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Tel. 66(0)2658-8712, 8719 Fax.66(0)2658-8015  
Tax Identification No. 0107536000293

ส่วนที่ 2 สำหรับธนาคาร / Bank's copy

วันที่ / Date \_\_\_\_\_

สาขาผู้รับฝาก / Branch \_\_\_\_\_

ชื่อลูกค้า / Name \_\_\_\_\_

REF. 1

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เลขบัตรประชาชน/เลขที่หนังสือเดินทาง(ID Card/Passport NO.) / เลขที่จดทะเบียนนิติบุคคล (Company Registration No.)

REF. 2

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เลขที่บัญชีซื้อขายหลักทรัพย์ (Account No.) / เบอร์โทรศัพท์ (TELEPHONE NO.)



ธนาคารกสิกรไทย (KBank) / Kasikorn Bank Public Company Limited



KBank Comp.Code

A/C No.

34487

099-1-31614-0

เพื่อนำเข้าบัญชี บริษัท หลักทรัพย์เคจีไอ(ประเทศไทย) จำกัด(มหาชน) เพื่อการจองซื้อหลักทรัพย์ / KGI Securities (Thailand) plc. for Securities Subscription

ประเภทการชำระเงิน / Type	เลขที่เช็ค / Chq No.	เช็คลงวันที่ / Chq Date	ธนาคาร สาขา / Bank Branch	จำนวนเงิน / Amount
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จำนวนเงินเป็นตัวอักษร / Amount in word				

กรุณานำเอกสารฉบับนี้ไปชำระเงินได้ที่ธนาคารกสิกรไทย จำกัด (มหาชน) ทุกสาขาทั่วประเทศ โดยไม่เสียค่าใช้จ่ายแต่อย่างใด / Please bring along this document and make a payment at all KBANK branches without any additional fee charge

ชื่อผู้นำฝาก / Deposit by \_\_\_\_\_

โทรศัพท์ / Telephone \_\_\_\_\_

สำหรับเจ้าหน้าที่ธนาคาร    ผู้รับเงิน \_\_\_\_\_

Affix  
THB 30  
Stamp  
Duty

**POWER OF ATTORNEY**

**For the Subscription of the Newly Issued Ordinary Shares together with  
the Warrants No.2 (J-W2) and No. 3 (J-W3)**

**of JAS Asset Public Company Limited (the "Company")**

I/We ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Juristic Person \_\_\_\_\_

☐ ID Card Number ☐ Alien ID Card ☐ Passport Number ☐ Juristic Number

\_\_\_\_\_ Having the address according to a list of  
shareholders whose names appear on the shareholders register book on the date to record the names of shareholders  
who are entitled to subscribe for the newly issued ordinary shares in proportion to their respective (Record Date) as of  
April 26, 2022 (the "Shares Offering") Telephone No. \_\_\_\_\_ Nationality \_\_\_\_\_

I/We own, according to a list of shareholders whose names appear on the shareholders register book on the date to  
record the names of shareholders who are entitled to subscribe for the newly issued ordinary shares in proportion to  
their respective (Record Date) as of April 26, 2022 in the number of \_\_\_\_\_ shares, and have the  
rights to subscribe for \_\_\_\_\_ newly issued ordinary shares of the Company. I/We hereby authorize

☐ Mr. ☐ Mrs. ☐ Ms. \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_ years ID Card Number \_\_\_\_\_

Address no. \_\_\_\_\_ Moo baan/ Building \_\_\_\_\_ Soi \_\_\_\_\_

Road \_\_\_\_\_ Subdistrict \_\_\_\_\_ District \_\_\_\_\_ Province \_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_ (the "Attorney" ) to be the true and legal attorney to

have full power and authority to do and perform all and every act in relation to subscription of newly issued ordinary  
shares of the Company in the Shares Offering (the "Subscription") of \_\_\_\_\_ shares, including  
to sign, certify and amend information in the subscription form in relation to the Subscription, to make any payment for  
the Subscription, to provide information and sign, certify, amend and submit any documents in relation to the  
Subscription, to communicate with the Company and its agents in relation to the Subscription, to agree to any terms  
and conditions in relation to the Subscription and perform any acts in relation to the Subscription on my/our behalf. All  
actions authorized by this Power of Attorney may be taken by the Attorney as if they were my/our actions. Any and all  
acts done pursuant to this Power of Attorney shall therefore be regarded as if they were my/our actions and be valid  
and effectual.

Signed \_\_\_\_\_ Grantor  
( \_\_\_\_\_ )

Signed \_\_\_\_\_ Attorney  
( \_\_\_\_\_ )

Signed \_\_\_\_\_ Witness  
( \_\_\_\_\_ )

Signed \_\_\_\_\_ Witness  
( \_\_\_\_\_ )



# KGI Securities (Thailand) Public Company Limited

173 Asia Centre Building, 8th - 11th Floor, South Sathorn Road,  
Bangkok 10120 Thailand

Tel. (+66) 2658 8888 Fax. (+66) 2658 8000







Rights and Duties of the Issuer and the Holders of  
Warrants to Purchase Ordinary shares of  
JAS Asset Public Company Limited No. 2 (J-W2)

Date 8 June 2022

The English translation of this document is prepared solely for reference for non-Thai shareholders of the Company. It should neither be relied upon as the definitive nor the official document of the Company. The Thai version is the official document and shall prevail in all respects in the event of any inconsistency with the English translation.

Rights and Duties of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of  
JAS Asset Public Company Limited No. 2 (J-W2)

The Warrants to purchase ordinary shares of JAS Asset Public Company Limited No.2 (“**Warrants**” or “**J-W2**”) offered to the existing shareholders who subscribed and allocated the newly issued ordinary shares offered to the existing shareholders in proportion to their shareholding are issued by JAS Asset Public Company Limited (“**Issuer**” or “**the Company**”) pursuant to the resolution of the 2022 Annual General Meeting of Shareholders held on 8 April 2022. The AGM resolved to approve an increase in the registered capital of the Company by Baht 250,000,000 from the existing registered capital of Baht 994,160,212 to Baht 1,244,160,212 by issuing 250,000,000 new ordinary shares at the par value of Baht 1.00 each. The AGM also resolved to approve the allocation of newly issued ordinary shares in the amount not exceeding than 190,000,000 shares at the par value of Baht 1.00 each to reserve for the allocation of the newly issued ordinary shares offered to the existing shareholders in proportion to their shareholding and resolved to approve the allocation of newly issued ordinary shares to reserve for the exercise of J-W2 offered to the existing shareholders who subscribed and allocated the newly issued ordinary shares in the amount not exceeding than 30,000,000 shares at the par value of Baht 1.00 each.

The Warrant Holders are entitled to the rights as stated in the Rights and Duties of the Issuer and the Holders of JAS Asset Public Company Limited No. 2 (“**Warrant Terms**”), provided that the Issuer and the Holders shall be bound to the Warrant Terms. The Warrant Holders shall be regarded to acknowledge and comprehensively understand all terms and conditions stipulated in the Warrant Terms and agree to the appointment of the Warrant Registrar and all terms stipulated in the Registrar Appointment Contract.

The Warrant Issuer shall arrange to have copies of Warrant Terms and copies of the Registrar Appointment Contract kept at its head office and at the Registrar's office for the Warrant Holders to review such documents during business hours of the Issuer and the Registrar (as the case maybe).

## Part 1

### Key Terms of Warrants & Details of Warrants

Name	:	Warrants to purchase ordinary shares of JAS Asset Public Company Limited No.2 (“Warrants” or “J-W2”)
Type of Warrants	:	Named and transferable warrants
Allocation Method	:	<p>The Company will offer Warrants to the existing shareholders who subscribed and allocated the newly issued ordinary shares in the ratio of 6.33334 allocated shares to 1 unit of warrant (6.33334: 1).</p> <p>Any fraction of shares remaining from allotment will be disregarded and all remaining warrants after the allocation will be canceled.</p> <p>In this regard, the Company has set the date to determine the names of shareholders who entitled to subscribe for newly issued ordinary shares and warrants on 26 April 2022 (Record Date).</p>
Number of Warrants Issued	:	Not exceeding 30,000,000 units (Allocated [•] units)
Offering Price	:	Baht 0.00 per unit
Exercise Ratio	:	1 unit of warrant has the rights to purchase 1 new ordinary share (Par value 1.00 Baht). The exercise ratio is subject to change in accordance with the conditions on the right adjustment as specified in Clause 6. The fraction of shares from the exercise of warrants shall be disregarded.
Exercise price	:	Baht 6.25 per share, unless subsequently adjusted in accordance with the conditions on the right adjustment as specified in Clause 6.
Issuance Date of Warrant	:	8 June 2022
Expiration Date	:	The date that warrants expire 2 years from the issuance date of warrants which corresponds to 7 June 2024
Terms of Warrant	:	2 years from the issuance date (8 June 2022 to 7 June 2024) The Company shall not extend the terms of the Warrant after issuance

Reserved Shares : The number of ordinary shares reserved for J-W2 is 30,000,000 shares, when combined with the number of ordinary shares reserved for the Warrants to purchase the Company's ordinary shares No. 3 ("J-W3") 30,000,000 shares, proposed at the same time, totaling 60,000,000 shares. However, after combined with the number of ordinary shares reserved for other warrants the total reserved shares will not exceed 50 percent of the total number of shares sold of the Company which can be calculated according to the following formula:

Calculation method for the ratio:

$$\begin{aligned}
 & \frac{\text{No. of shares reserved for the exercise of J-W2 and J-W3} + \text{No. of shares reserved for the exercise of other warrants}^{/1}}{\text{No. of existing paid-up shares}^{/2}} \\
 = & \frac{60,000,000 + 21,218,947}{929,068,467 + 190,000,000} \\
 = & 7.26\%
 \end{aligned}$$

Remark:

Remark:

<sup>/1</sup> Reserved share for Warrant offered other time is the number of reserved shares of J-W1, totaling 21,218,947 shares.

<sup>/2</sup> All paid-up shares of the company calculated from the number of paid-up shares before the capital increase include the number of newly issued ordinary shares offered to the existing shareholders in proportion to their shareholdings, which are offered at the same time in the amount of 190,000,000 shares.

Dilution effect : 1. **Control Dilution**

(as of 22 February 2022)

- If every shareholder exercises the right to purchase newly issued ordinary shares and received J-W2 warrants and J-W3 warrants and exercised the right to convert into ordinary shares in full amount of the rights granted, it will not affect the voting rights of the Company's shareholders (Control Dilution)
- In the event that the existing shareholders do not exercise

their rights to subscribe for newly issued ordinary shares according to their existing rights and other shareholders exercise their rights to subscribe for newly issued ordinary shares according to their existing rights and/or subscribe for newly issued ordinary shares in excess of the right (Oversubscription) until the subscription for the newly issued ordinary shares in full amount and not exercise J-W2 and J-W3, it will reduce the voting rights of the Company's shareholders (Control Dilution) by approximately 21.20 percent

No. of shares offered to existing shareholders + No. of shares reserved for J-W2 + No. of shares reserved for J-W3

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No. of paid-up share+ No. of shares offered to existing shareholders + No. of shares reserved for J-W2 + No. of shares reserved for J-W3

190,000,000+ 30,000,000 + 30,000,000

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929,068,467 + 190,000,000 + 30,000,000 + 30,000,000

21.20 percent

## 2. Price Dilution

This issuance and offering of J-W2 and J-W3 have no effect from the price dilution because the exercise price of J-W2 and J-W3 are higher than the current market price of the Company's shares. The weighted average closing price of the Company's shares for the past 15 business days prior to the date of the Board of Directors' meeting. (Between 31 January– 21 February 2022) equal to 4.05 Baht per share.

## 3. EPS Dilution

This issuance and offering of J-W2 and J-W3 have effect from the Earning per share dilution by 21.20 percent

EPS dilution =  $\frac{\text{EPS before the offering} - \text{EPS after the offering}}{\text{EPS before and after the offering}}$

$$= (0.17377 - 0.13692) / 0.17377$$

$$= 21.20\%$$

Exercise Date : The first exercise date shall be on 30 September 2022 and the last exercise date shall be the date that such warrants aged 2 years from the issuance date, which is 7 June 2024. If the last exercise date falls on a day which is not a business day, then the last exercise date shall be moved up to the business day prior to such exercise date.

Warrant holders can exercise their rights to purchase the company's ordinary shares on the last business day of every quarter (the last business day of March, June, September, and December) throughout terms of warrant ("Exercise date"). If exercise date falls on a day which is not a business day, then the exercise date shall be moved up to the business day prior to such exercise date.

Notification period for the exercise of warrant : Warrant Holders who wish to exercise their rights to purchase the Company's ordinary shares shall give notification to the Issuer during 9:00 a.m. – 4:00 p.m. within a period of 15 days prior to each Exercise Date as same as the last Exercise Date, as specified in Clause 5.

Irrevocability of Notification of the Intention Exercise the Warrants : The intention to exercise the warrants shall be irrevocable upon the delivery of the Notification of the intention to exercise the warrants ("Exercise Notice")

Secondary Market for Warrants : The Company shall list the Warrants on the SET.

Secondary Market for Shares from the exercise of Warrants : The Company shall list the new ordinary shares derived from the exercise of Warrants on the SET within the period of 30 days from each exercise date. Such shares then can be traded on the SET as those existing ordinary shares of the Company.

Events that Required the Adjustment of Exercise Price and/or Exercise Ratio	:	The Company shall adjust the exercise price and/or the exercise ratio in accordance with the conditions of right adjustments as specified in Clause 6 when there is an event as determined in Terms and Conditions of Warrants which is an event stipulated in Clause 11(4) of Notification of the Capital Market Supervisory Board No.TorChor 34/2551 Re: request for approval and the granting of approval for the offering of the warrants representing the rights to purchase newly issued ordinary shares, and the offering of the newly issued shares to accommodate the issuance of the warrants dated 15 December 2008 (as amended).
Warrants Registrar	:	Thailand Securities Depository Company Limited
Objective of the issuance of Warrant and the benefit which the Company will gain from the allotment of such securities	:	The Company will use the proceeds from the conversion of J-W2 to repay loans from financial institutions due in 2023-2024, approximately 450 million baht. In this regard, in issuing J-W2, the Company will receive funds approximately 187.5 million baht. If all warrant holders exercise their rights to purchase the ordinary shares.
Benefit to the shareholders from the capital increase	:	<p>The Company's shareholders will benefit from the Company's strong and stable financial structure, including the availability of capital and financial liquidity, which will cause benefits and enhance profits to the Company as well as creating added value for shareholders in the long run.</p> <p>Shareholders will gain benefit from a stronger and more stable financial structure, in addition, the Company will have the readiness of funds and financial liquidity which will bring benefits and profits to the Company as well as help create added value for shareholders in the long term. If Warrant holders exercise their right, they are entitled to receive dividend payment pursuant to the policy at the rate of not more than 50 percent of the annual consolidated Net Profit after tax and after allocating for required legal and other reserves in any year.</p>

## Part 2

### General Terms and Conditions

#### 1. Definitions

Except determined as others, all wording and terms used in these Terms and Conditions shall have the following meanings:

"Terms"	:	The Terms and Conditions governing the Rights and Obligations of the Issuer and Warrant holders, effective from the warrant issuance date, including any amendment thereof (if any)
"Warrants"	:	Warrants representing the rights to purchase ordinary shares of JAS Asset Public Company Limited No.2 (J-W2) which specify the name of holders and transferable or warrant substitutes with details specified in Terms and Conditions.
"Warrant Substitutes"	:	Warrant substitute issued by Thailand Securities Depository Company Limited ("TSD") for substitution of the Warrants
"Company" or "Issuer"	:	JAS Asset Public Company Limited
"Notification No. TorChor. 34/2551"	:	Notification of the Capital Market Supervisory Board No. TorChor 34/2551 Re: request for approval and the granting of approval for the offering of the warrants representing the rights to purchase newly issued ordinary shares, and the offering of the newly issued shares to accommodate the issuance of the warrants dated 15 December 2008 (as amended)
"Business day"	:	The regular business day of the Stock Exchange of Thailand
"Warrant Holders"	:	Warrant usufruct as specified in Clause 3.3
"Warrant Register Book" or "Register Book"	:	Warrant registration book or registry date that records the details regarding warrants and warrant holders which is kept by the warrant registrar
"Rights of the Warrant"	:	All of the rights of the warrant which include but is not limited to the rights to subscribe for the reserved shares, rights to attend and vote at Warrant Holders' meetings and rights to be



		compensated in the event there is insufficient shares reserved for exercise
"Reserved Shares"	:	New ordinary shares of JAS Asset Public Company Limited in the amount of 30,000,000 shares that are reserved for the exercise of rights under the Warrants, including additional ordinary shares to be issued in the event of adjustment of the rights under Warrant Terms
"Shares"	:	Newly issued ordinary shares of JAS Asset Public Company Limited
"Notification Period for the Exercise of Warrants"	:	The period that the Warrant holders who wish to exercise their rights to purchase new ordinary shares of the Company shall notify such intention as specified in 5.3
"Issuance Date"	:	8 June 2022
"Exercise Date"	:	Defined in accordance with Clause 5.1 of Terms and Conditions
"SEC"	:	The Office of the Securities and Exchange Commission
"Registrar" or "the Warrants Registrar"	:	Thailand Securities Depository Company Limited 93 Rachadaphisek Road, Dindaeng, Dindaeng, Bangkok 10400 Telephone 0-2009-9000 Fax 0-2009-9991 and/or an authorized registrar to perform the registrar duties of the Warrants
"SET"	:	The Stock Exchange of Thailand
"TSD"	:	Thailand Securities Depository Company Limited
"The Information dissemination system through electronic media of the SET"	:	The information disclosure system of listed company through the electronic media of the SET.

## 2. General Details

Warrants refer to the warrants issued and offered in accordance with Notification No. TorChor. 34/2551

**3. Warrant, Warrant Registrar, and Warrant usufruct**

3.1 The Warrant Registrar shall have the duty to issue the certificate to all Warrant Holders. For the Warrants kept at TSD shall have TSD name to be the holder of the Warrants in the Register Book on behalf of the Warrant Holders. The Warrant Registrar shall issue the certificate or receipt representing the Warrants in the form specified by the Warrant Registrar to TSD

3.2 The Warrant Registrar shall have the duty under the Registrar Appointment Agreement to prepare and keep register of Warrant Holders until the full exercise of the right to purchase the underlying shares of the Company under the Warrants, or until the maturity of the warrant (as the case may be).

**3.3 Warrant usufruct**

3.3.1 Warrant usufruct in General case. The right under the Warrant will be vested in a person or juristic person whose name appears as the owner of the Warrants in the Register Book at that time, or prior the first closing date of the Register Book in the case of the closure of the Register Book for transfer suspension. Except in the case that a transfer of the Warrants has occurred prior the relevant closure date of Register Book mentioned above and such transfer is effective against the Company in accordance with Clause 4.1.1, the rights under the Warrants shall be fall to the transferee of the Warrants.

3.3.2 Warrant usufruct in case that TSD is warrant depository. The right under the Warrant shall be vested in a person or juristic person that the TSD notifies to the Warrant Registrar in writing that such persons are warrant usufruct in the number that the TSD informed the warrant registrar and shall not more than the number registered in the warrant holders register book under the TSD's name at that time or the first book closure date in the case of the closure of the warrant holders register book.

3.4 When TSD reports to the Warrant Registrar, the Warrant Registrar shall issue the certificate to the right holders who deposits their Warrants with TSD, and registers the name in the Register Book in the amount as reported by TSD. After the certificate of Warrants has been issued and such registration has been done, the Warrant Registrar shall correct the total number of Warrants registered in the Register Book in the name of TSD by deducting the number of the Warrants separately registered in the name of the Warrant Holders. The total number of the Warrants issued

to TSD, if not amended by the Warrant Registrar (for whatever reasons), shall be decreased at the number of Warrants separately issued and registered in the name of the Warrant Holders.

#### **4. Warrant Transferring Procedure**

##### **4.1 Transfer of the Warrants which is not kept at TSD shall be as follows:**

4.1.1 The Warrants transfer procedure between the transferor and the transferee: The warrant transfer will be completed when the warrant transferor, whose name in the Warrant register book, was stated to be the owner of the Warrants at the number to be transferred or the last warrant transferee, by endorsing their signatures at the back of the Warrants showing the continuation of the transfer from all transferors whose names appear thereon (as the case may be), and delivered the Warrants to the transferee with signing endorsement evidencing the transfer.

The result of the transfer of the warrant between the transferee and the Company: The transfer of the warrants shall be valid when the Warrant registrar officially received the request for the registration of the transfer of warrants along with the warrant that the transferee had endorsed signature as the transferee at the back of the warrant.

The result of the transfer of the Warrant between the transferee and the third party: The transfer of the warrants shall be valid against the third party when the Warrant Registrar has registered such transfer in the Warrant register book.

4.1.2 The request for the registration of the transfer of warrants shall be made and done at the Head Office of the warrant registrar during the business hours and business days. The request shall be made in accordance with the forms and processes prescribed by the warrant registrar. The person requesting for the registration shall submit to the warrant registrar, the warrant certificate containing all signatures required in Clause 4.1.1 along with other evidence to prove the correctness and the completeness of the transfer and the receipt of the transfer as prescribed by the warrant registrar. The warrant registrar shall issues the acceptance form for those requests to the requested person.

4.1.3 The warrant registrar shall register the transfer of warrants in the warrant registered book and certified the transfer of warrants, in case of non-reissuing, within 7 business days from the date that the warrant registrar officially received the request for registration and related evidence warrants or, in case of reissuing warrants, within 15 business days from the date that the warrant registrar received a request for registration and related evidence.

4.1.4 The warrant registrar shall entitle to refuse the request for the registration of the warrants, if the Warrant Registrar found that the transfer was done illegally or contrary to the limitation of warrant transfer (if any). The warrant registrar shall inform the person requesting for the registration within 7 business days from the date that the warrant registrar received the request for the registration and relevant evidence.

4.2 The transfer of the warrants kept at TSD shall be preceded in accordance with the regulations of SET TSD and relevant authorities.

## **5. Exercise Procedures and Conditions**

### **5.1 Exercise Period**

The first exercise date shall be on 30 September 2022 and the last exercise date shall be the date that such warrants aged 2 years from the issuance date which is 7 June 2024. If the last exercise date falls on a day which is not a business day, then the last exercise date shall be moved up to the business day prior to such exercise date.

Warrant holders can exercise their rights to purchase the Company's ordinary shares on the last business day of every quarter (the last business day of March, June, September, and December) throughout terms of warrant ("**Exercise Date**"). If such exercise date does not fall on a day which is a business day, then the exercise date shall be moved up to the last business day prior to such exercise date.

In this regard, the Company shall not call the Warrant Holders to exercise their warrants except on the Exercise Period specified above.

### **5.2 Exercise of Warrants**

To exercising the warrants, the Warrant Holders might exercise their rights either in whole or in part of total units of warrant held by each of them. However, any outstanding warrant that are not exercised before the Last Exercise Date, the Company shall deem that the Warrant Holders do not wish to exercise their rights and such warrants shall be expired without being exercised.

### **5.3 Notification Period for the Exercise of Warrant**

5.3.1 The Notification period for Exercise Warrant on each Exercise Date (Except for the Last Exercise Date)

The Warrant Holders who wish to exercise their rights to purchase the Company's newly issued ordinary shares shall deliver a notification to exercise the warrants following the

procedures as specified in Clause 5.4 ("Exercise Procedures") between 9:00 a.m. – 4:00 p.m during the period of 15 days prior to each Exercise Date (the "Notification Period")

In this regards, the Company shall not close the Warrant Register Book to suspend the transfer of warrants. Also, the Company shall release information and additional details to the Warrant Holders, the Exercise Date, the Notification Period, Exercise Ratio, Exercise Price, Details of the bank account for subscription and exercise warrants, the Agent receiving exercise intention (if any) and the contact place, through the Information dissemination system through electronic media of the SET or other system required by the SET at least 5 business days prior to each Notification Period

#### 5.3.2 The Notification period for Exercise Warrants on the Last Exercise Date

The Warrant Holders shall deliver a notification to exercise the warrants following the procedures as specified in Clause 5.4 ("Exercise Procedures") between 9:00 a.m. – 4:00 p.m. during the period of 15 days prior to the Last Exercise Date (the "**Last Notification Period**")

In this regards, The Company shall release information and additional details to the Warrant Holders, the Exercise Date, the Last Notification Period, Exercise Ratio, Exercise Price, Details of the bank account for subscription and exercise warrants, the Agent receiving exercise intention (if any) and the contact place, through the Information dissemination system through electronic media of the SET or other system required by the SET at least 14 days prior the Warrant Holder register book closing date and send registered mail to the address of Warrant Holders as appeared in the warrant registered book at the last book closing date of warrant. In this regards, the Company shall close the Warrant Holder register book for suspending the transfer of warrants for a period of 21 days prior to the Last Exercise Date. In such case, the SET shall post the SP sign in order to suspend the trading of warrants for a period of 2 business days prior to the book closure date to the Last Exercise Date .

In case that the first day of the book closing date falls on a day which is not a SET's business day, such date shall be moved up to the business day prior to such date. In this regards, the trading of warrants shall be suspended until the Last Exercise Date.

#### 5.4 Exercise Procedures

##### 5.4.1 The Warrant Holders may request the Exercise Notice form at the Company's office and/or Agent receiving exercise intention (if any) or download the form from the

Company's website (<https://www.jasasset.co.th>). The Warrant Holders shall notify, the Company and/or Agent receiving exercise intention (if any), within the Notification Period for the Exercise of Warrant as specified in Clause 5.3 above.

Company Address :

JAS Asset Public Company Limited  
187 JMART Building, Ramkamheang Road, Rat Phatthana,  
Saphan Sung, Bangkok 10240  
Tel. 0-2308-9000

In case the Warrants are under script system (Script), Warrant Holders can promptly lodge Warrant certificates as the evidence to notify their intention to exercise.

In case the Warrants are under scripless system (Scripless), Warrant Holders who intend to exercise the warrants shall notify their intention and submit a request form for withdrawal of Warrant certificates or for issuance of the Warrant Substitutes in a form prescribed by the SET as follows:

- In case that the Warrant Holders have their own securities trading accounts in the account named "Thailand Securities Depository Company Limited for depositors", the Warrant Holders who wish to exercise their rights shall notify their intention and fill the request form to withdraw the warrants prescribed by the SET and submit to their securities company acting as their brokers. The securities company shall notify TSD to withdraw the warrants from the account named "Thailand Securities Depository Company Limited for depositors", and then TSD shall issue the Warrant Substitute to be used as an evidence or supplementary document for the exercise of warrant.
- In case that the Warrant Holders do not have a securities trading account and the warrants are kept with TSD in the account named "the Securities Issuer's Account", the Warrant Holders who wish to exercise the warrants shall notify their intentions and fill the request form to withdraw the warrants prescribed by the SET and submit to TSD to withdraw the warrants from "the Securities Issuer's Account" and then TSD shall issue the Warrant Substitute which to be used as an evidence or supplemental document for the exercise of warrant.

All Warrant Holders (including all those who hold warrants in the script system and also in the scripless system), who wish to exercise their warrants, shall comply with the

conditions regarding the Warrant's Exercise notice, take necessary actions and submit the required documents within the relevant Notification Period, detailed as follows:

- a) An accurately and completed form of the Warrant's Exercise Notice, duly signed by the Warrant Holders and submit to the Company and/or the Agent receiving exercise intention (if any) within the Notification Period.
- b) The Warrant certificate or the Warrant substitute in form prescribed by the SET, bearing signature of holders representing the relevant number of warrants as specified in the Exercise Notice and a power of attorney letter in case that the warrant holders delegate other person to receive new certificates of the unexercised Warrants (if any) and send to the Company and/or Agent receiving exercise intention (if any).
- c) Payment of the amount specified in the Warrant's Exercise Notice and send pay-in slip to the Company and/or the Agent receiving exercise intention (if any). The Warrant Holders who wish to exercise their rights shall pay in one of the following form:
  - 1) Money transfer to Saving Account, Bank of Ayudhya Public Company Limited, Thanon Phatthanakan Branch, payable to "Shares Subscription Account of JAS Asset Plc.", Account No. 168-1-54710-5, and enclose the evidence of such transfer as well as specify name-surname and contact telephone number or
  - 2) Payment in form of cheque, cashier's cheque, or draft which can be cashed in Bangkok Metropolitan area within 1 Business day from each Notification date. Cheque, cashier's cheque, or draft shall be dated 3 business days prior each Exercise Date and shall be crossed and made payable only to "Shares Subscription Account of JAS Asset Plc" and specify name-surname and contact telephone number on back of those forms or
  - 3) Other Payment forms determined by the Company and/or Agent receiving exercise intention (if any) which shall be informed later.

In this regards, the Exercise of Warrants be considered completed and valid only if the Company or the Agent receiving exercise intention (if any) successfully collected the payment. In case that, the Company or the Agent receiving exercise intention (if any) could not collect such payment, for any

reason not cause by the Company or the Agent receiving exercise intention (if any), the Company shall deem that such Warrant Holders intend to cancel their respective intention to exercise warrants. In such case, the Company and/or Agent receiving exercise intention (if any) shall return the Warrant Certificates or the Warrant Substitutes together with the cheque, cashier's cheque, or draft which could not be collected to such Warrant Holders within 14 days from each the Exercise Date. However, such cancellation shall not deprive the Warrant Holders the rights to purchase ordinary shares for the next period, except in case of the Last Exercise Period, the Company shall deem that such warrant is expired without being exercised. In such case, the Company and the Agent receiving exercise intention (if any) shall not responsible for the interest and/or any damages or compensations in whatsoever cases.

- d) Warrant Holders are responsible for all taxes and/or duty stamps (if any) pursuant to the provisions in the Revenue Code or relevant regulations, laws applicable to the exercise of the Warrants.
- e) Evidence supporting the exercise
  - 1) Thai Individual Person: Certified copy of Identification card or the Government official card or the State enterprise employee card (In case of the name/surname changing that cause such name/surname different from that appearing on the Warrants, additional certified copy of relevant government documents e.g. certificate of name/surname change etc. must be attached). (In case of a minor, letter of consent of parents, certified copy of identification card of the parents and household registration having the name of the minor must be attached.)
  - 2) Foreign Individual Person: Certified copy of foreigner certificate (alien identification card) or certified copy of valid passport
  - 3) Thai Juristic Person : Copy of corporate affidavit issued by the Ministry of Commerce not more than 6 months prior to each Exercise Date, duly certified by authorized director(s) as stated in that corporate affidavit and certified copies of supporting evidences of such authorized director(s) as in 1) or 2)



- 4) Foreign Juristic Person: Copy of the certificate of incorporation and/or corporate affidavit of such legal entity, duly certified by the authorized director(s) and certified copies of supporting evidences of such authorized director(s) as in 1) or 2). All documents shall be duly certified by a Notary Public in the country in which such document is issued and not more than 6 months prior to each Exercise date.
- 5) Custodian: Copy of corporate affidavit and document evidencing appointment of custodian and certified copies of supporting evidences of the authorized person(s) as in 1) or 2). All documents shall be duly certified by a Notary Public in the country in which such document is issued and not more than 6 months prior to each Exercise date.

In this regards, if the Warrant Holders fail to submit the abovementioned evidence, the Company and/or the Agent receiving exercise intention (if any) shall deem that such Warrant Holders do not intend to exercise the rights at the relevant Exercise Date. However, the Company and/or the Agent receiving exercise intention (if any) might use its own discretion to allow the exercise of warrant as deemed appropriate.

- 5.4.2 The number of Warrants to be exercised must be in a whole number with the exercise ratio of one unit of Warrant to 1 ordinary share, except for the adjustment of rights as specified in Clause 6.
- 5.4.3 The number of ordinary shares to be issued upon the exercise of warrants shall be calculated by dividing the Warrant Holders' amount of payment as mentioned above by the Exercise price at the relevant exercise period. The Company shall issue the ordinary shares in in a whole number not greater than the number of Warrants multiplied by the exercise ratio. If there is a fraction of share derived from the calculation of the adjustment of exercise price and/or exercise ratio, the Company and/or the Agent receiving exercise intention (if any) shall discard such fraction from the calculation and shall return the remaining amount of payment left from such exercise, in form of a cheque crossing "A/C payee only" to the Warrant Holders through registered mail within 14 days from each Exercise date with no interest reimbursement in all cases.

In case of the adjustment of exercise ratio, according to the adjustment of exercise price, and/or the adjustment exercise ratio as specified in the Right Adjustment Condition, any fraction of shares arise from such exercise, the fraction shall be disregarded.

- 5.4.4 The Warrant Holders shall exercise the rights to purchase the ordinary shares at a minimum amount of 100 shares. However, in case where the Warrant Holders have the rights to purchase less than 100 ordinary shares, they shall exercise the rights to purchase all shares at one single time, except in case of the last exercise, the Warrant Holders may exercise the rights to purchase the ordinary shares with no limitation of number of shares.
- 5.4.5 If the Company and/or Agent receiving exercise intention (if any) has not received complete and accurate evidences or documents supporting the exercise as specified in Clause 5.4.1 e), or has not received the full payment specified in the Exercise Notice, or the Company finds that the Exercise Notice is not completely and accurately filled in by the Warrant Holders, or incorrect stamp duty (if any) as required by the related laws and regulations. The Warrant Holders shall rectify the found errors within the particular Notification period, if the Warrant Holders fail to correct them within such period, the Company shall deem that the Warrant Holders intend to cancel their respective intention to exercise warrants and the Company and/or Agent receiving exercise intention (if any) shall return Warrant certificate or warrant substitute and the payment with no interest reimbursement in all cases to the Warrant Holders through registered mail within 14 days from each Exercise date by processes and conditions determined by the Company and/or Agent receiving exercise intention (if any). However, the Warrant Holders can notify their exercise intention on the next Exercise Date, except in case of the Last Exercise Period, the Company shall deem that such warrant is expired without being exercised. In such case, the Company shall not responsible for the interest and/or any damages or compensations in whatsoever cases.
- 5.4.6 In case that the Warrant Holders do not make the full amount of payment for the exercise of warrants, the Company and/or the Agent receiving exercise intention (if any) is entitled to proceed with any of the following method as seen appropriated.
- a) Request the Warrant Holders to pay the remaining balance of such Exercise within the relevant Notification period. If the Company and/or the Agent receiving exercise intention (if any) does not receive such payment within the period, the Company and/or the Agent receiving exercise intention (if any) shall deemed that the Exercise Notice is invalid without any exercise, or
  - b) Deem that the number of shares subscribed shall equal to the actual amount of payment received in accordance with the exercise price at that time, or

c) Deem that the Exercise Notice is invalid without any exercise; or

However, for the Last Exercise period, the Company shall proceed to case b). Any alternatives proceed by the Company and/or the Agent receiving exercise intention (if any) shall be deemed as ultimatum.

In case of a) and c), the Company and/or the Agent receiving exercise intention (if any) shall return Warrant certificate or warrant substitute and the received payment by cheque crossing "A/C payee only" which specify to the Warrant Holder through registered mail within 14 days from the Exercise Date with no interest reimbursement .

In case (b), the Company and/or the Agent receiving exercise intention (if any) shall deem that the intention to exercise is partially made, equal to the actual amount of payment received in accordance with the exercise price at that and shall return the remaining Warrants certificate or Warrant substitutes and the remaining amount of payment (if any) to the Warrant holders with no interest reimbursement through registered mail within 14 days following the exercise date. However, those unexercised Warrants still valid until the Last exercise period, except they fall into the Last Exercise period.

5.4.7 In the case that the Company and/or Agent receiving exercise intention (if any) fail to return the remaining amount of payment that are unused or unexercised to the Warrant holders within 14 days from the relevant exercise date, the Warrant holders shall be entitled to receive interest reimbursement at the rate of 7.5% per annum calculated from the remaining amount of payment that are unused or unexercised that exceeding 14 days until the date that the Warrant holders receive such payment.

However, in case that the company and/or Agent receiving exercise intention (if any) has duly delivered the Cheque, Drafts, Cashier's Cheque, Bill of exchange from Bank or Bank payment orders, crossing "A/C payee only" to the Warrant Holders by registered mail at the address specified in the Exercise Notice, it shall be deemed that the Warrant Holders already received their payment and shall not have any right to reimburse for any interest and/or other compensations.

5.4.8 When the Warrant holders who intend to exercise their rights to purchase ordinary shares have fully complied with all conditions governing the Exercise of Warrant, e.g. accurately and completely delivered the Warrants, the Exercise Notice and all supporting evidences as specified in 5.4.1 e), and made a full payments for ordinary shares subscription, the Warrant holders shall not cancel or revoke such exercise intention, unless obtained the written consent from the Company and/or Agent receiving exercise intention (if any).

- 5.4.9 If after the last exercise date, the Warrant Holders have not yet completely complied with all conditions governing the exercises prescribed by the Company and/or Agent receiving exercise intention (if any), the Company shall deemed that those unexercised warrants will expired without being exercised. Thus, the Warrant holders will no longer have any right to exercise such warrant.
- 5.4.10 In case that the Warrant holders deliver the amount of Warrants exceed than the amount of Warrants intended to be exercise, if the Warrants are in the Script system, the Company and/or Agent receiving exercise intention (if any) will send new Warrants certificate after deducted the amount of Warrants intended to be exercise to the Warrant holders through registered mail within 14 days after each exercise date. In this regard, the Company will void such previous Warrants accordingly.
- 5.4.11 The Company will register the change in the Company's paid-up capital to the Ministry of Commerce according to the numbers of newly issued ordinary shares for each of the exercise period within 14 days after the Company receives full payment for the exercised number of shares in each period. In this regard, the Company will request the Company's Registrar to register those Warrant Holders exercising their rights as ordinary shareholders in the Company's share register book according to the amount of ordinary shares calculated from such exercise.

The Company will file an application for listing of the newly issued ordinary shares from the Exercise of warrant to be listed in SET within 30 days from each Exercised Date.

The ordinary shares issued from the Exercise of Warrants shall have the same status and rights as those existing ordinary shares previously issued by the Company which effective from the date when the Warrant Holders or their proxies are recorded as Company's shareholders and the increasing in paid up capital due to the exercise of warrants with the Ministry of Commerce has been registered and completed.

- 5.4.12 In case that the amount of underlying ordinary shares are insufficient for the Exercise of Warrant, the Company will proceed to compensate for the incurred losses to the Warrant Holders who are unable to exercise their rights as specified in Clause 7. However, the Company will not compensate to the Warrant holders who do not exercise their rights, even though there are enough amount of underlying ordinary share, e.g. the Warrant holders who are foreign individuals that cannot exercise because the limitation of the foreign shareholders as prescribed in the Company's Articles of Association.

#### 5.4.13 Registrar of the Warrants

Thailand Securities Depository Company Limited (“TSD”)

Rachadapisek Road, Dindaeng, Bangkok 10400

Tel : 0-2009-9000

Fax : 0-2009-9991

Website : <http://www.tsd.co.th>

E-mail : [TSDCallCenter@set.or.th](mailto:TSDCallCenter@set.or.th)

The registrar of Warrants is responsible for closing the Warrant register book, which should contain of the records of Warrant Holders’ full name, nationality, address, and other details that may be required by TSD. If any inconsistency of information exists, the Company will regard the information appeared in the Warrant register Book as accurate

The Warrant Holders are obligated to notify any change or mistake in the details of Warrant register book and the Registrar shall then proceed to change or correct the information accordingly.

#### 5.4.14 Delivery of Warrant Certificate

The Company shall proceed to issue and deliver the warrant to the allotted persons as details below

- 1) In case that the allotted persons do not have securities trading account with the securities company or with TSD

TSD shall deliver the Warrant Certificates, according to the amount of Warrant allotted, through registered mail at the address indicated in the Company’s shares register book within 15 business days from the Warrant issuance date. In this case, the Warrant holders cannot sell the allotted Warrants in the SET until receiving the Warrants certificate, which may be after the Company’s Warrants commence trading in the SET.

- 2) In case that the persons receiving warrant allotment have securities trading accounts with the securities companies

TSD shall deposit the Warrants certificate at “The Thailand Securities Depository Company Limited for depositors”, and record the amount of Warrant that the securities companies have deposited, while, the securities companies shall record the amount of Warrant that such allotted persons have deposited and

shall issue the evidences of deposit to those allotted persons within 7 business days from the Warrant issuance date. In this case, the Warrant holders can sell the allotted Warrants in the SET immediately after the SET has granted the approval for the Warrants to be traded on the SET.

The names of the allotted person must be identical to the owner's name of the securities trading accounts in which the allotted persons wish to deposit the Warrants; otherwise, the Company reserves the right to issue the Warrant certificates to the allotted person as described in Clause 1) instead.

- 3) In case that the allotted persons have securities trading accounts with TSD, member number 600

The Company shall deposit the Warrants at TSD, and TSD will record the amount of allotted Warrants into the securities issuer's account, member number 600 and shall issue the evidences of deposit to those allotted persons within 7 business days from the Warrant Issuance date. When the allotted persons want to sell their Warrants, they have to withdraw the Warrants from such account number 600 as stated by contacting the securities companies, whereby the service fees may be incurred as required by TSD and/or the securities companies. In this case, the Warrant holders can sell the allotted Warrants in the SET immediately after the SET has granted the approval for the Warrants to be traded on the SET and the Warrant holders have completely preceded the withdrawal processes from the account number 600 as mentioned earlier.

#### 5.4.15 Delivery of ordinary shares arising from the Exercise of Warrants

To exercise the Warrants to purchase the Company's ordinary shares, the Warrant holders can inform the Company to proceed the following alternatives:

- 1) In case that the Warrant Holders wish to obtain the ordinary share certificates, named the Warrant Holders, TSD will proceed to deliver the share certificates, according to the amount of exercised Warrants to the Warrant holders through registered mail to the names and addresses indicated in the Warrant register book within 15 business days from each Exercise Date. In this case, the Warrant holders who have exercised warrants cannot sell their ordinary shares arising from the exercises of the Warrant in SET, until they have received the share

certificates, which may be after the shares arising from such exercise are approved to be traded on the SET

- 2) In case that the Warrant holders do not wish to obtain the shares certificates, but intend to use the service of TSD to deposit their ordinary shares arising from the exercise of Warrant in the securities companies' account, where the Warrant Holders have their trading accounts. In this case, TSD will proceed to deposit the ordinary shares arising from the exercises of Warrant to "Thailand Securities Depository Company Limited on behalf of the depositors," and record the amount of shares that the securities companies have deposited, while, the securities companies shall record the amount of shares that the Warrant holders have deposited and shall issue the evidences of deposit to the Warrant holders who have exercised warrants within 7 business days from each Exercise Date. In this case, the Warrant holders who have exercised warrants can sell the shares arising from the exercise of Warrants on the SET immediately after the SET has grant the approval for such shares to be traded on the SET.

In case that the Warrant holders who have exercised warrant, require the Company to proceed according to Clause 2), the names of the Warrant holders must be identical to the owner's name of the securities trading accounts in which the Warrant holders intend to deposit such shares; otherwise, the Company reserves the right to issue share certificates to the Warrant holders who have been allocated the shares, as described in Clause 1) instead.

- 3) In case that the Warrant holders do not wish to obtain the share certificate, but intend to use the service of TSD by depositing the ordinary shares into the securities issuer's account, member number 600. The Company shall deposit the ordinary shares arising from the exercise of the Warrants, at TSD and TSD will record the number of ordinary shares that the Warrant Holders are allotted in the securities issuer's account, member no. 600, and issue an evidence of deposit to the Warrant holders within 7 business days from each Exercise date. When such Warrant holders wish to sell their shares, they have to withdraw the shares from such account number 600 as stated by contacting the securities companies, whereby the service fees may be incurred as required by TSD and/or the securities companies. In this case, the Warrant holders who have exercised warrants can sell their allotted shares in the SET immediately after the SET has granted the approval for the ordinary shares to be traded on the SET

and the Warrant holders have completely preceded the withdrawal processes from the account number 600 as mentioned earlier.

## 6. Right Adjustment Conditions

In order to maintain the benefits of the Warrant Holders not to be inferior to the original, the Company shall adjust the exercise price and/or exercise ratio, throughout the terms of warrants when one of the following events occurs:

- 6.1 The Company changes the par value of its ordinary shares as a result of the consolidation or split of its issued ordinary shares. The adjustment of the exercise price and the exercise ratio shall be effective immediately from the date that the new par value is effective on the Information dissemination system of SET.

- (1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times \text{Par 1}}{\text{Par 0}}$$

- (2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times \text{Par 0}}{\text{Par 1}}$$

where

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1 = New exercise ratio after the adjustment

Ratio 0 = Exercise ratio before the adjustment

Par 1 = Par value of the ordinary shares after the adjustment

Par 0 = Par value of the ordinary shares before the adjustment

- 6.2 The Company offers its ordinary shares by rights issue to the existing shareholders (Right Offering) and/or public offering and/or private placement at "Net price per share of the newly issued ordinary shares" which is lower than 90% of the "Market price per share of the Company's ordinary shares". The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case



of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering in case of public offering and/or private placement, as the case may be.

Where

“Net price per share of the newly issued ordinary shares” is calculated from the total proceeds the Company receives from the ordinary share offering deducted by expenses arising from the share issuance (if any) and divided by the total number of newly issued shares.

In addition, in case there is more than 1 offering price at the same offering of shares under the condition that the offering must be jointly subscribed, all offering prices shall be used to calculate the Net price per share of the newly issued ordinary shares. However, if the offering is not under the condition that the offering must be jointly subscribed, only the offering price that is lower than 90% of “Market price per share of the Company’s ordinary shares” shall be used for the calculation.

“Market price per share of the Company’s ordinary shares” is equal to the Total trading value of the Company’s ordinary shares divided by the Total number of the Company’s ordinary shares traded on the SET during 15 consecutive Business days prior to the Calculation Date

“Calculation Date” refers to the first date that the purchaser of shares will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering in case of public offering and/or private placement, as the case may be.

If in case a reasonable “Market price per share of the Company’s ordinary shares” cannot be obtained, the Company will instead determine a fair price for the calculation purpose.

“Fair Price” means the price that is determined by financial advisor approved by the SEC.

(1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(A \times \text{MP}) + \text{BX}]}{\text{MP} \times (A + B)}$$

(2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [\text{MP} (A + B)]}{(A \times \text{MP}) + \text{BX}}$$

Where

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary shares
A	=	Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares in case of the right offering to the existing shareholders and/or the date prior to the first offering date of newly issued shares in case of public offering and/or private placement, as the case may be
B	=	Number of newly issued shares offered to rights offering and/or public offering and/or private placement, as the case may be
BX	=	Proceeds to be received deducted by any expenses from the issuance of new shares (if any) either from rights offering and/or public offering and/or private placement

- 6.3 The Company offers any newly issued securities by rights issue to the existing shareholders and/or public offering, and/or private placement and such securities give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares ("Newly issued convertible securities"), such as convertible debentures or warrants to purchase ordinary shares) where "Net price per share of the newly issued ordinary shares reserved for the exercise of the rights" to accommodate such rights is lower than 90% (ninety) of "Market price per share of the Company's ordinary shares"

The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares will not obtain rights to subscribe for any newly issued securities that are convertible or changeable into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of rights issue to the existing shareholders (Right Offering), and/or the first date of offering the newly issued securities that are convertible or changeable into ordinary shares or that give the rights to subscribe for the ordinary shares in case of public offering and/or private placement, as the case may be.

"Net price per share of the newly issued ordinary shares reserved for the exercise of the rights" is calculated from the total proceeds that the Company receives from the securities offering that give right to convert or change into the ordinary shares or give the rights to subscribe for the Company's ordinary shares, deducted by expenses arising from the securities issuance (if any), plus the proceeds received from the exercise of rights to convert or change into the ordinary shares or rights to subscribe for the Company's ordinary shares, and divided by the total number of the newly issued shares reserved for the exercise of the rights.

In addition, in case there is more than 1 offering price at the same offering of shares under the condition that the offering must be jointly subscribed, all offering prices shall be used to calculate the Net price per share of the newly issued ordinary shares reserved for the exercise of the rights. However, if the offering is not under the condition that the offering must be jointly subscribed, only the offering price that is lower than 90% of "Market price per share of the Company's ordinary shares" shall be used for the calculation

"Market price per share of the Company's ordinary shares " has the same meaning as details in Clause 6.2 above.

"Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to subscribe for the newly issued securities that give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering that give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of public offering and/or private placement, as the case may be.

- (1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(A \times \text{MP}) + \text{BX}]}{[\text{MP} \times (A + B)]}$$

- (2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [\text{MP} \times (A + B)]}{[(A \times \text{MP}) + \text{BX}]}$$

Where

Price 1	=	New exercise price after the adjustment
Price 0	=	Former exercise price before the adjustment
Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Former exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary share
A	=	Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares in case of right offering to the existing shareholders and/or the date prior to the first offering date of newly issued shares which give rights to convert or change into ordinary shares or to subscribe for the Company's

ordinary shares in case of public offering and/or private placement, as the case may be

B = Number of newly issued underlying shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares offered to the right offering and/or public offering and/or private placement

BX = Proceeds to be received deducted by any expenses from the issuance of the securities which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares either from rights offering and/or public offering and/or private placement, plus the proceeds to be received from the exercise of rights to convert or change into ordinary share or to or rights to subscribe for the Company's ordinary shares

6.4 The Company pays stock dividend, whether in whole or in part, in the form of the Company's newly issued shares. The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares shall not obtain the rights to receive such stock dividend (the first date that the SET posts XD sign).

(1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times A}{(A + B)}$$

(3) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times (A + B)}{A}$$

Where

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1 = New exercise ratio after the adjustment

Ratio 0 = Exercise ratio before the adjustment

A = Number of paid-up shares as of the date prior to the closing date of share register book for rights to stock dividend

B = Number of newly issued ordinary shares as stock dividend

- 6.5 The Company pays cash dividend at a rate higher than 70% of the Net profit of the consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax on the operating performance in such accounting period throughout the terms of warrants. The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares shall not obtain the rights to receive cash dividend (the first date that the SET posts XD sign).

The percentage of the dividend payment to shareholders shall be calculated by dividing the actual dividend paid in each accounting period by the Net profit of the consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax on the operating performance in the same accounting period. Such actual dividend paid shall also include the interim dividend paid in each accounting period. Therefore, there will be no right adjustment if the company pays interim dividends in each accounting year, however, the interim dividends will be taken into account with the above conditions and calculated from the consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax.

"Market price per share of the Company's ordinary shares " has the same meaning as details in Clause 6.2 above.

"Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to receive cash dividend (the first day that the SET posts an XD sign).

- (1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [\text{MP} - (\text{D} - \text{R})]}{\text{MP}}$$

- (2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times \text{MP}}{[\text{MP} - (\text{D} - \text{R})]}$$

Where

Price 1	=	New exercise price after the adjustment
Price 0	=	Exercise price before the adjustment
Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary shares
D	=	Dividends per share paid to the shareholders
R	=	Dividend per share paid at a rate of 80% of the consolidated

Financial Statement (audited) after deducted by retained loss, legal reserve, divided by total number of shares eligible form dividend

- 6.6 In any events other than those stated in Clause 6.1 – Clause 6.5 above that may impair the Warrant Holders' obtainable rights and benefits, the Company shall fairly consider and determine to adjust the exercise price and/or the exercise ratio (and/or adjust the amount of Warrants instead of the exercise ratio), without lessening the Warrant Holders' rights and benefits. The result of such consideration shall be deemed ultimatum. The Company will notify the SEC, SET, and the Warrant Registrar of relevant details immediately or before the effective date of the new exercise price and exercise ratio.
- 6.7 The calculation of the adjustment to the exercise price and the exercise ratio in accordance with Clause 6.1 through 6.6 above shall be independent on one another and shall be based on the order of occurrence of the comparison to the market price of the Company's ordinary shares. In case more than one circumstance simultaneously occurs, the calculation of adjustment shall be made in a respective order of Clauses 6.1, 6.5, 6.4, 6.2, 6.3, and 6.6. In each calculation, the exercise price and the exercise ratio shall remain in a 5 decimal digit number.
- 6.8 The calculation of the adjustment of the Exercise Price and/or the Exercise Ratio pursuant to Clause 6.1 – Clause 6.6 shall not be changed in a way which will cause the Exercise Price to increase and/or the Exercise Ratio to decrease, except for the case of the consolidation of shares specified in Clause 6.1. The proceeds from the exercise of rights shall be calculated from the new exercise price after the adjustment (with the 5 digits of decimal) multiplied by numbers of the ordinary shares (the number of the ordinary shares shall be calculated from the new exercise ratio after the adjustment multiplied by the amount of warrants being exercised, any decimal fraction of shares shall be disregarded), in additional, any decimal fraction of the proceeds from such calculation, less than 1 Baht shall be disregarded.

With regard to the adjustment of the Exercise Price, if the calculation causes the new exercise price to be lower than the Company's share par value, the Company's share par value shall be used as the new exercise price. For the Exercise Ratio, the new ratio is still calculated based on the method specified in Clause 6.1 – Clause 6.6.

- 6.9 The Company may consider adjusting the exercise price along with the issuance of new warrants instead of adjusting the exercise ratio. In case of issuing additional reserve shares, the Company shall submit the resolution of shareholders' meeting which approve the issuance of additional reserve shares to the SEC prior to the adjustment.

6.10 In adjusting the Exercise Price and/or Exercise Ratio as specified in Clause 6.1 – Clause 6.6 and/or the issuance of new warrants instead of adjusting the exercise ratio as specified in Clause 6.9, the Company shall inform the details regarding the adjustment of exercise ratio and price of warrant immediately or before the adjusted ratio and exercise price to be effective, through the Information dissemination system through electronic media of the SET or any other systems required by the SET and to the SEC within 15 (fifteen) days from the effective date of such adjustment. The Company will deliver the amended Terms and Conditions upon request to the Warrant holders within 15 days from the date the Company receives the written request from such Warrant holders and the Company shall make available copies of the amended Terms and Conditions at the Head Office of the Company and/or the Head Office of the Agent receiving exercise intention (if any), the Warrant Holders can review such copies of the amended Terms and Conditions on the business days and during the business hours of the respective places.

**7. Compensation in case the Company is unable to provide shares for the exercise of Warrants**

The Company will compensate the Warrant Holders or holders of the Warrant Substitute as follows:

7.1 The Company shall only compensate the Warrant Holders or holders of the Warrant Substitute in case the Warrant Holders notified their intention to exercise their rights in each Exercise Date but the Company is unable to provide sufficient reserved shares for the exercise of warrants. The compensation shall be calculated as specified in Clause 7.3. However, in case that the Company is unable to provide shares due to the limitation of shareholding of non-Thai as specified in Clause 12 below, the Company shall not pay any compensation to the Warrant Holders.

7.2 The compensation as mentioned in Clause 7.1 shall be paid by cheque crossing "A/C payee only" and deliver through the registered mail within 14 days from the exercise date. In case the Company is unable to compensate the Warrant Holders within the specified period, the Warrant Holders shall receive the interest at the rate 7.5% per annum calculated for the period after the specified 14 days until the date that the Warrant Holders receive their compensation.

However, in any case, if the Company has duly delivered the Cheque, Draft, Bill of exchange from bank, or Bank payment orders, crossing "A/C payee only" to the Warrant Holders by registered mail at the address specified in the Exercise Notice, it shall be deemed that the Warrant Holders already received such compensation and shall not have any right to reimburse for any interest and/or other compensations.

- 7.3 The calculation of the loss that the Company shall compensate to the Warrant Holders as specified in Clause 7.1 are expressed as follows:

$$\text{Compensation per 1 unit of Warrant} = B \times [MP - EP]$$

Where

- B = Amount of shares that cannot be provided and/or increased in accordance with the exercise ratio per 1 unit increased
- MP = Closing price of the Company's ordinary shares on each Exercise Date
- EP = Exercise price or Adjusted exercise price of the Warrants (if any)

- 7.4 If the Company has compensated the loss as in Clause 7, the compensation shall be deemed as ultimatum.

## 8. Right and Status of the Reserved Shares

The ordinary shares issued from the exercise of the Warrants will have the same rights and status as those of the ordinary shares previously issued by the Company, including the rights to receive dividends or other benefits that the Company grants to the shareholders, effective from the date that the Ministry of Commerce approves the registration of increased paid-up capital and the Company's Shares registrar records names of the Warrant Holders as shareholders in the Company's share register book.

In case that, the Company announces the date to determine the shareholders entitled to receive dividend payments or other benefits prior to the date that the Ministry of Commerce approves the registration of increased paid-up capital and the Company's Shares registrar records names of the Warrant Holders as shareholders in the Company's share register book, the Warrant Holders shall not have any right to receive such dividend payments or other benefits. In case there are any remaining reserved shares after the last exercise of Warrants, the Company shall further proceed to reduce the registered capital.

## 9. Restriction on the Transfer of shares

The Company has no restriction on share transfer except for the share transfer that will cause the Company's share held by non-Thai shareholders exceed 49 percent of the total paid-up shares, as stated in the Company's Articles of Association or in other proportions that may be amended in the Company's Articles of Association in the future.



**10. Status of Warrant Holder during the Notification period for the Exercise of Warrants**

During the period from the date that the Warrant Holders accurately and completely declare their intentions to exercise warrants by submitted the Exercise notice, until the date before the Ministry of Commerce approves the registration of increased paid-up capital arising from the exercise of Warrants, the Company will deem that such Warrants have the same rights and status as other Warrants that have not been exercised. These rights and status shall be ended in the date that the Ministry of Commerce has approved the registration of increased paid-up capital arising from the exercise of Warrants.

In case that, the Company has adjusted the Exercise price and/or the Exercise Ratio while the Company has not yet submitted the registration of increased paid-up capital arising from the exercise of Warrants with the Ministry of Commerce, the Warrant holders who have already exercised their rights shall be entitled to the retrospective right adjustment. Hence, the Company shall promptly issue additional shares to the Warrant Holders according to the amount they are entitled, given the new adjustment of the Exercise price and/or the Exercise Ratio (as the case may be) becomes effective. Such additional shares may be received later than the previously delivered shares, but not later than 45 days from the adjustment date.

**11. Secondary Market for the Warrants**

The Company shall list the Warrants on the SET within 30 days from the Warrant's Issuance Date

**12. Restriction on the Transfer and Exercise of Warrants**

The Company has no restriction on the transfer of warrants, except in case of the last exercise which the Company shall close the Warrant Holder register book (J-W2) for a period of 21 days prior to the Last Exercise Date, and the SET shall post the SP sign in order to suspend the trading of warrants for a period of 2 business days prior to the book closure date, or in case of book close for determining the right of Warrant Holder (J-W2) eligible for the Warrant Holder's meeting which the Company shall close the Warrant Holder register book for a period of 21 days prior to the meeting date. However, the Company has the restriction on the exercise of warrants. And also, the company has restriction prescribed in the Company's Articles of Association on the foreign limitation in the Company's shareholding. The details are as follows:

- a) The Company shall not issue new ordinary shares to the non-Thai Warrant holders, who have exercised the warrants and comply with the conditions prescribed on the Exercise notice as specified in Clause 5.4, if such exercise shall cause non-Thai shareholders hold the proportion of Company's shares exceed 49 percent of the total paid-up shares, as

specified in the Company's Articles of Association or other proportion that may be amended in the Company's Articles of Association in the future.

- b) If the restriction under Clause a) above causes the non-Thai Warrant holders, who have exercised the warrants and comply with the conditions prescribed on the Exercise notice as specified in Clause 5.4, and under the "First-Come First-Served" basis, unable to exercise their rights as specified in the Warrant's Exercise Notice whether in whole or in part. The Company and/or the Agent receiving exercise intention (if any) shall return the remaining payment that cannot be exercised to the non-Thai Warrant Holders within 14 days from each Exercise Date by processes and conditions determined by the Company and/or the Agent receiving exercise intention (if any). Hence, the Company shall not responsible for the interest and/or any damages or compensations in whatsoever cases.
- c) The non-Thai Warrant Holders shall not entitled to receive any form of compensation from the Company and/or the Agent receiving exercise intention (if any), in the case of the inability to exercise their rights due to the foreign limitation in the Company's shareholding as specified in Clause a) above.

### **13. Amendment the Terms and Conditions of Warrants**

- 13.1 The amendment to Terms and Conditions that clearly enhanced the benefits of the Warrant Holders, or the amendment that required to complies with the relevant law, rules and regulations, the securities Act., the relevant general terms and order as well as the relevant notifications and regulations of the SEC, or the amendment of the right adjustment as specified in Clause 6 or the amendment that not inferior the right of the Warrant Holders, or the amendment that made to correct such obvious errors. Those amendments shall be amended by the Company without obtaining the consent from the Warrant Holders' meeting.
- 13.2 Any amendments of Terms and Conditions other than Clause 13.1 shall obtain the consent from the Company and the Warrant Holders' meeting as specified in Clause 14.6.
- 13.3 The amendment of Terms and Conditions, in any case, shall not be contrary to or inconsistent with the requirement specified in Notification No. TorChor. 34/2551 and in accordance with the Securities and Exchange Act, as well as other relevant laws unless it is granted.
- 13.4 The Company and/or the Warrant Holder have no right to propose the amendment of the extension of Warrant terms, Exercise ratio, Exercise price except in the case of the rights adjustment under Clause 6.

- 13.5 The Company shall notify the SET, the SEC and the Warrant Registrar of any amendment to the Terms and Conditions as specified in Clause 13.1 or 13.2 and shall submit the amended Terms and Conditions to the SET, the SEC, and the Warrant Registrar within 15 days from the date of such amendment. Also, the Company shall inform the Warrant Holders of any amendments to the Terms and Conditions as specified in Clause 13.1 or 13.2 via the SET's electronic system immediately or before 9.00 AM of the date that such amendment is effective. Upon the written request, the Company shall deliver the amended Terms and Conditions to the Warrant Holders within 15 days from the date the Company received such request. The Company shall make available copies of the amended Terms and Conditions at the Head Office of the Company and/or the Head Office of the Agent receiving exercise intention (if any), the Warrant Holders can review such copies of the amended Terms and Conditions on the business days and during the business hours of the respective places.

**14. The Warrant Holders' Meeting**

Calling the Warrant Holders' Meeting and/or the Warrant Holders' Meeting shall be as follows :

- 14.1 The Company is entitled to call the Warrant Holders' Meeting at any time as it deems appropriated. However, in case the following events occurred, the Company must arrange the meeting to have any resolution within 30 days from the date that the following events occurred:
- (a) When there are significant or material events that may affect the rights of Warrant Holders or affect the ability of the Company to comply with the Warrant Terms and Conditions, or
  - (b) When the Company or the Warrant Holders holding the warrants altogether at least 25% of total units of the unexercised Warrants at that time propose to amend the Terms and Conditions under Clause 13. In this regards, the Company and/or the Warrant Holders have no right to amend Exercise ratio, Exercise price or the Terms of warrants.

In an event that the Company fails to call the Warrant holders' meeting within specified period, the Warrant Holders holding the warrants altogether at least 25% of total units of the unexercised Warrants at that time, shall have the right to call the meeting of the Warrant Holders by themselves.

In the Warrant Holders' meeting, the Company or the person designated by the Company, and its legal counsel have the right to attend the Warrant Holders' meeting to provide comments or explanation to the meeting.

The Company shall close the Warrant Holder register book to determine the right of the Warrant Holders to attend such meeting not greater than 21 days prior to the date of the Warrant Holders'

Meeting. The Warrant Holders who are eligible to attend the meeting must be named as the Warrant Holders on the book closing date.

#### 14.2 Invitation Letter

For calling the Warrant Holders' Meeting, either the meeting is called by the Warrant Holders or by the Company, the Company shall send the invitation letter (specifying the meeting venue located near the Company's Head Office or the province near or in Bangkok, the meeting date and time, the person who requests the meeting, and the meeting agendas) through registered mail to each individual Warrant Holders within 7 days from the Book closing date and inform the Warrant Registrar through the Information dissemination system through electronic media of the SET at least 7 days before the Warrant Holders' Meeting date.

#### 14.3 Proxy

The Warrant Holders may give a proxy to any person to attend the meeting and/or to cast the votes on their behalf. The proxies shall submit the Proxy Form, (specified by the Company and/or the Warrants Registrar and send to all Warrant Holders together with the invitation letter), to the Chairman of the Meeting or the person designated by the Chairman of the Meeting prior to the Warrant Holders' Meeting.

#### 14.4 Quorum

A quorum of the Warrant Holders' meeting shall be constituted by the Warrant holders who have not exercised their rights and their proxies (if any), not less than 25 persons, altogether representing at least 50% of total units of the unexercised warrants, attend in such meeting.

In the case where the Warrant Holders' meeting has delayed for 1 hour and a quorum still not formed, the meeting shall be canceled. If the meeting of the Warrant Holders is called by the Company, the Company shall recall the Warrant Holders' meeting in not less than 7 days but not later than 14 days from the date of the previous meeting by following the procedures in Clause 14.2, in this latter Warrant Holders' meeting, a quorum is not required. If the meeting of the Warrant Holders is called as the request of the Warrant Holders, the Company is not required to call for a new meeting.

#### 14.5 Chairman of the Meeting

Chairman of the Board or Vice Chairman of the Board or Chairman of the Audit Committee or a Company's director or the person selected by the Warrant Holders, (respectively in case prior person is not attend the meeting), shall act as the Chairman of the Warrant Holders' Meeting.

#### 14.6 Resolutions of the Meeting

Any resolution of the Warrant holders' Meeting shall consist of votes of not less than half of the total unexercised warrants held by Warrant holders or the proxies who attend the meeting and have the right to cast the votes in such agenda. The resolution approved by the Warrant holders' Meeting shall be binding all Warrant Holders regardless of their attendance to the meeting.

In casting vote, each Warrant Holder shall have the voting rights equivalent to the number of unexercised Warrants held, 1 (One) unit of unexercised warrant is equals to 1 (One) vote. The Chairman of the meeting shall cast an extra vote as the final casting vote only in case of equality of votes.

The Company shall inform the resolutions of the Warrant Holders' Meeting to the SET within a following Business day after the meeting date, and also inform the SEC as well as the Warrant Registrar within 15 days from the meeting date.

#### 14.7 Minutes of Meeting

The Company shall record and prepare the minutes of the Warrant holders' Meeting within a period of no later than 14 days from the meeting date, The minutes of the Warrant holders' meeting shall duly signed by the Chairman and shall be kept at the Company office. Upon the written request, the Company shall deliver the minutes to the Warrant Holders within 15 days from the date the Company received such request; however, the Warrant Holders shall be responsible for any incurred expenses determined by the Company.

#### 14.8 Meeting Expenses

The Company will be responsible for all expenses related to each Warrant holders' Meeting.

### 15. Enforcement of the Warrant Terms and the Governing Laws


The Warrant Terms shall be enforced from the Warrant issuance date to the Last Exercise Date and shall be governed and interpreted under the laws of Thailand.

In case there are any details in Part 2 of the Terms and Conditions conflicted with the details in Part 1 of the Terms and Conditions, the details in Part 1 shall be enforced. Also, if there are any clauses in the Terms and Conditions conflicted with any relevant rules, regulations or related notifications applicable to the laws, the provision under such rules, regulations or related notifications shall be applied to the Warrants for the said conflicted clause only.

Warrants Issuer  
JAS Asset Public Company Limited

Signed   
(Miss Yuvadee Pong-acha)  
Director



Signed   
(Mr. Suphot Sirikulapas)  
Director

*Company Seal*



Rights and Duties of the Issuer and the Holders of  
Warrants to Purchase Ordinary shares of  
JAS Asset Public Company Limited No. 3 (J-W3)

Date 8 June 2022

The English translation of this document is prepared solely for reference for non-Thai shareholders of the Company. It should neither be relied upon as the definitive nor the official document of the Company. The Thai version is the official document and shall prevail in all respects in the event of any inconsistency with the English translation.

Rights and Duties of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of  
JAS Asset Public Company Limited No. 3 (J-W3)

The Warrants to purchase ordinary shares of JAS Asset Public Company Limited No.3 (“**Warrants**” or “**J-W3**”) offered to the existing shareholders who subscribed and allocated the newly issued ordinary shares offered to the existing shareholders in proportion to their shareholding are issued by JAS Asset Public Company Limited (“**Issuer**” or “**the Company**”) pursuant to the resolution of the 2022 Annual General Meeting of Shareholders held on 8 April 2022. The AGM resolved to approve an increase in the registered capital of the Company by Baht 250,000,000 from the existing registered capital of Baht 994,160,212 to Baht 1,244,160,212 by issuing 250,000,000 new ordinary shares at the par value of Baht 1.00 each. The AGM also resolved to approve the allocation of newly issued ordinary shares in the amount not exceeding than 190,000,000 shares at the par value of Baht 1.00 each to reserve for the allocation of the newly issued ordinary shares offered to the existing shareholders in proportion to their shareholding and resolved to approve the allocation of newly issued ordinary shares to reserve for the exercise of J-W3 offered to the existing shareholders who subscribed and allocated the newly issued ordinary shares in the amount not exceeding than 30,000,000 shares at the par value of Baht 1.00 each.

The Warrant Holders are entitled to the rights as stated in the Rights and Duties of the Issuer and the Holders of JAS Asset Public Company Limited No. 3 (“**Warrant Terms**”), provided that the Issuer and the Holders shall be bound to the Warrant Terms. The Warrant Holders shall be regarded to acknowledge and comprehensively understand all terms and conditions stipulated in the Warrant Terms and agree to the appointment of the Warrant Registrar and all terms stipulated in the Registrar Appointment Contract.

The Warrant Issuer shall arrange to have copies of Warrant Terms and copies of the Registrar Appointment Contract kept at its head office and at the Registrar's office for the Warrant Holders to review such documents during business hours of the Issuer and the Registrar (as the case maybe).



Part 1

Key Terms of Warrants & Details of Warrants

Name	:	Warrants to purchase ordinary shares of JAS Asset Public Company Limited No. 3 (“Warrants” or “J-W3”)
Type of Warrants	:	Named and transferable warrants
Allocation Method	:	<p>The Company will offer Warrants to the existing shareholders who subscribed and allocated the newly issued ordinary shares in the ratio of 6.33334 allocated shares to 1 unit of warrant (6.33334: 1).</p> <p>Any fraction of shares remaining from allotment will be disregarded and all remaining warrants after the allocation will be canceled.</p> <p>In this regard, the Company has set the date to determine the names of shareholders who entitled to subscribe for newly issued ordinary shares and warrants on 26 April 2022 (Record Date).</p>
Number of Warrants Issued	:	Not exceeding 30,000,000 units (Allocated [•] units)
Offering Price	:	Baht 0.00 per unit
Exercise Ratio	:	1 unit of warrant has the rights to purchase 1 new ordinary share (Par value 1.00 Baht). The exercise ratio is subject to change in accordance with the conditions on the right adjustment as specified in Clause 6. The fraction of shares from the exercise of warrants shall be disregarded.
Exercise price	:	Baht 9.00 per share, unless subsequently adjusted in accordance with the conditions on the right adjustment as specified in Clause 6.
Issuance Date of Warrant	:	8 June 2022
Expiration Date	:	The date that warrants expire 4 years from the issuance date of warrants which corresponds to 5 June 2026
Terms of Warrant	:	4 years from the issuance date (8 June 2022 to 5 June 2026) The Company shall not extend the terms of the Warrant after issuance
Reserved Shares	:	The number of ordinary shares reserved for J-W3 is 30,000,000

shares, when combined with the number of ordinary shares reserved for the Warrants to purchase the Company's ordinary shares No. 2 ("J-W2") 30,000,000 shares, proposed at the same time, totaling 60,000,000 shares. However, after combined with the number of ordinary shares reserved for other warrants the total reserved shares will not exceed 50 percent of the total number of shares sold of the Company which can be calculated according to the following formula:

Calculation method for the ratio:

$$\begin{aligned}
 & \frac{\text{No. of shares reserved for the exercise of J-W2 and J-W3} + \text{No. of shares reserved for the exercise of other warrants}^{/1}}{\text{No. of existing paid-up shares}^{/2}} \\
 = & \frac{60,000,000 + 21,218,947}{929,068,467 + 190,000,000} \\
 = & 7.26\%
 \end{aligned}$$

Remark:

<sup>/1</sup> Reserved share for Warrant offered other time is the number of reserved shares of J-W1, totaling 21,218,947 shares.

<sup>/2</sup> All paid-up shares of the company calculated from the number of paid-up shares before the capital increase include the number of newly issued ordinary shares offered to the existing shareholders in proportion to their shareholdings, which are offered at the same time in the amount of 190,000,000 shares.

Dilution effect

(as of 22 February 2022)

: **1. Control Dilution**

- If every shareholder exercises the right to purchase newly issued ordinary shares and received J-W2 warrants and J-W3 warrants and exercised the right to convert into ordinary shares in full amount of the rights granted, it will not affect the voting rights of the Company's shareholders (Control Dilution)
- In the event that the existing shareholders do not exercise their rights to subscribe for newly issued ordinary shares according to their existing rights and other shareholders exercise their rights to subscribe for newly issued ordinary shares according to their existing rights and/or subscribe for newly issued

ordinary shares in excess of the right (Oversubscription) until the subscription for the newly issued ordinary shares in full amount and not exercise J-W2 and J-W3, it will reduce the voting rights of the Company's shareholders (Control Dilution) by approximately 21.20 percent

$$\frac{\text{No. of shares offered to existing shareholders} + \text{No. of shares reserved for J-W2} + \text{No. of shares reserved for J-W3}}{\text{No. of paid-up share} + \text{No. of shares offered to existing shareholders} + \text{No. of shares reserved for J-W2} + \text{No. of shares reserved for J-W3}}$$

$$\frac{190,000,000 + 30,000,000 + 30,000,000}{929,068,467 + 190,000,000 + 30,000,000 + 30,000,000}$$

$$21.20 \text{ percent}$$

$$21.20 \text{ percent}$$

## 2. Price Dilution

This issuance and offering of J-W2 and J-W3 have no effect from the price dilution because the exercise price of J-W2 and J-W3 are higher than the current market price of the Company's shares. The weighted average closing price of the Company's shares for the past 15 business days prior to the date of the Board of Directors' meeting. (Between 31 January– 21 February 2022) equal to 4.05 Baht per share.

## 3. EPS Dilution

This issuance and offering of J-W2 and J-W3 have effect from the Earning per share dilution by 21.20 percent

$$\begin{aligned} \text{EPS dilution} &= \frac{\text{EPS before the offering} - \text{EPS after the offering}}{\text{EPS before and after the offering}} \\ &= (0.17377 - 0.13692) / 0.17377 \\ &= 21.20\% \end{aligned}$$

Exercise Date : The first exercise date shall be on 30 September 2022 and the last exercise date shall be the date that such warrants aged 4 years from the issuance date, which is 5 June 2026. If the last exercise date falls on a day which is not a business day, then the last

exercise date shall be moved up to the business day prior to such exercise date.

Warrant holders can exercise their rights to purchase the company's ordinary shares on the last business day of every quarter (the last business day of March, June, September, and December) throughout terms of warrant ("Exercise date"). If exercise date falls on a day which is not a business day, then the exercise date shall be moved up to the business day prior to such exercise date.

Notification period for the exercise of warrant : Warrant Holders who wish to exercise their rights to purchase the Company's ordinary shares shall give notification to the Issuer during 9:00 a.m. – 4:00 p.m. within a period of 15 days prior to each Exercise Date as same as the last Exercise Date, as specified in Clause 5.

Irrevocability of Notification of the Intention Exercise the Warrants : The intention to exercise the warrants shall be irrevocable upon the delivery of the Notification of the intention to exercise the warrants ("Exercise Notice")

Secondary Market for Warrants : The Company shall list the Warrants on the SET.

Secondary Market for Shares from the exercise of Warrants : The Company shall list the new ordinary shares derived from the exercise of Warrants on the SET within the period of 30 days from each exercise date. Such shares then can be traded on the SET as those existing ordinary shares of the Company.

Events that Required the Adjustment of Exercise Price and/or Exercise Ratio : The Company shall adjust the exercise price and/or the exercise ratio in accordance with the conditions of right adjustments as specified in Clause 6 when there is an event as determined in Terms and Conditions of Warrants which is an event stipulated in Clause 11(4) of Notification of the Capital Market Supervisory Board No.TorChor 34/2551 Re: request for approval and the granting of approval for the offering of the warrants representing the rights to purchase newly issued ordinary shares, and the offering of the newly issued shares to accommodate the issuance of the warrants dated 15 December 2008 (as amended).

Warrants Registrar	:	Thailand Securities Depository Company Limited
Objective of the issuance of Warrant and the benefit which the Company will gain from the allotment of such securities	:	<p>The Company will use the proceeds from the conversion of J-W3 to repay loans from financial institutions due in 2025-2026, approximately 317 million baht. In this regard, in issuing J-W3, the Company will receive funds approximately 270 million baht. If all warrant holders exercise their rights to purchase the ordinary shares.</p>
Benefit to the shareholders from the capital increase	:	<p>The Company's shareholders will benefit from the Company's strong and stable financial structure, including the availability of capital and financial liquidity, which will cause benefits and enhance profits to the Company as well as creating added value for shareholders in the long run.</p> <p>Shareholders will gain benefit from a stronger and more stable financial structure, in addition, the Company will have the readiness of funds and financial liquidity which will bring benefits and profits to the Company as well as help create added value for shareholders in the long term. If Warrant holders exercise their right, they are entitled to receive dividend payment pursuant to the policy at the rate of not more than 50 percent of the annual consolidated Net Profit after tax and after allocating for required legal and other reserves in any year.</p>

## Part 2

### General Terms and Conditions

#### 1. Definitions

Except determined as others, all wording and terms used in these Terms and Conditions shall have the following meanings:

"Terms"	:	The Terms and Conditions governing the Rights and Obligations of the Issuer and Warrant holders, effective from the warrant issuance date, including any amendment thereof (if any)
"Warrants"	:	Warrants representing the rights to purchase ordinary shares of JAS Asset Public Company Limited No.3 (J-W3) which specify the name of holders and transferable or warrant substitutes with details specified in Terms and Conditions.
"Warrant Substitutes"	:	Warrant substitute issued by Thailand Securities Depository Company Limited ("TSD") for substitution of the Warrants
"Company" or "Issuer"	:	JAS Asset Public Company Limited
"Notification No. TorChor. 34/2551"	:	Notification of the Capital Market Supervisory Board No. TorChor 34/2551 Re: request for approval and the granting of approval for the offering of the warrants representing the rights to purchase newly issued ordinary shares, and the offering of the newly issued shares to accommodate the issuance of the warrants dated 15 December 2008 (as amended)
"Business day"	:	The regular business day of the Stock Exchange of Thailand
"Warrant Holders"	:	Warrant usufruct as specified in Clause 3.3
"Warrant Register Book" or "Register Book"	:	Warrant registration book or registry date that records the details regarding warrants and warrant holders which is kept by the warrant registrar
"Rights of the Warrant"	:	All of the rights of the warrant which include but is not limited to the rights to subscribe for the reserved shares, rights to attend and vote at Warrant Holders' meetings and rights to be

	compensated in the event there is insufficient shares reserved for exercise
"Reserved Shares"	: New ordinary shares of JAS Asset Public Company Limited in the amount of 30,000,000 shares that are reserved for the exercise of rights under the Warrants, including additional ordinary shares to be issued in the event of adjustment of the rights under Warrant Terms
"Shares"	: Newly issued ordinary shares of JAS Asset Public Company Limited
"Notification Period for the Exercise of Warrants"	: The period that the Warrant holders who wish to exercise their rights to purchase new ordinary shares of the Company shall notify such intention as specified in 5.3
"Issuance Date"	: 8 June 2022
"Exercise Date"	: Defined in accordance with Clause 5.1 of Terms and Conditions
"SEC"	: The Office of the Securities and Exchange Commission
"Registrar" or "the Warrants Registrar"	: Thailand Securities Depository Company Limited 93 Rachadaphisek Road, Dindaeng, Dindaeng, Bangkok 10400 Telephone 0-2009-9000 Fax 0-2009-9991 and/or an authorized registrar to perform the registrar duties of the Warrants
"SET"	: The Stock Exchange of Thailand
"TSD"	: Thailand Securities Depository Company Limited
"The Information dissemination system through electronic media of the SET"	: The information disclosure system of listed company through the electronic media of the SET.

## 2. General Details

Warrants refer to the warrants issued and offered in accordance with Notification No. TorChor. 34/2551

**3. Warrant, Warrant Registrar, and Warrant usufruct**

3.1 The Warrant Registrar shall have the duty to issue the certificate to all Warrant Holders. For the Warrants kept at TSD shall have TSD name to be the holder of the Warrants in the Register Book on behalf of the Warrant Holders. The Warrant Registrar shall issue the certificate or receipt representing the Warrants in the form specified by the Warrant Registrar to TSD

3.2 The Warrant Registrar shall have the duty under the Registrar Appointment Agreement to prepare and keep register of Warrant Holders until the full exercise of the right to purchase the underlying shares of the Company under the Warrants, or until the maturity of the warrant (as the case may be).

**3.3 Warrant usufruct**

3.3.1 Warrant usufruct in General case. The right under the Warrant will be vested in a person or juristic person whose name appears as the owner of the Warrants in the Register Book at that time, or prior the first closing date of the Register Book in the case of the closure of the Register Book for transfer suspension. Except in the case that a transfer of the Warrants has occurred prior the relevant closure date of Register Book mentioned above and such transfer is effective against the Company in accordance with Clause 4.1.1, the rights under the Warrants shall be fall to the transferee of the Warrants.

3.3.2 Warrant usufruct in case that TSD is warrant depository. The right under the Warrant shall be vested in a person or juristic person that the TSD notifies to the Warrant Registrar in writing that such persons are warrant usufruct in the number that the TSD informed the warrant registrar and shall not more than the number registered in the warrant holders register book under the TSD's name at that time or the first book closure date in the case of the closure of the warrant holders register book.

3.4 When TSD reports to the Warrant Registrar, the Warrant Registrar shall issue the certificate to the right holders who deposits their Warrants with TSD, and registers the name in the Register Book in the amount as reported by TSD. After the certificate of Warrants has been issued and such registration has been done, the Warrant Registrar shall correct the total number of Warrants registered in the Register Book in the name of TSD by deducting the number of the Warrants separately registered in the name of the Warrant Holders. The total number of the Warrants issued



to TSD, if not amended by the Warrant Registrar (for whatever reasons), shall be decreased at the number of Warrants separately issued and registered in the name of the Warrant Holders.

#### **4. Warrant Transferring Procedure**

##### **4.1 Transfer of the Warrants which is not kept at TSD shall be as follows:**

4.1.1 The Warrants transfer procedure between the transferor and the transferee: The warrant transfer will be completed when the warrant transferor, whose name in the Warrant register book, was stated to be the owner of the Warrants at the number to be transferred or the last warrant transferee, by endorsing their signatures at the back of the Warrants showing the continuation of the transfer from all transferors whose names appear thereon (as the case may be), and delivered the Warrants to the transferee with signing endorsement evidencing the transfer.

The result of the transfer of the warrant between the transferee and the Company: The transfer of the warrants shall be valid when the Warrant registrar officially received the request for the registration of the transfer of warrants along with the warrant that the transferee had endorsed signature as the transferee at the back of the warrant.

The result of the transfer of the Warrant between the transferee and the third party: The transfer of the warrants shall be valid against the third party when the Warrant Registrar has registered such transfer in the Warrant register book.

4.1.2 The request for the registration of the transfer of warrants shall be made and done at the Head Office of the warrant registrar during the business hours and business days. The request shall be made in accordance with the forms and processes prescribed by the warrant registrar. The person requesting for the registration shall submit to the warrant registrar, the warrant certificate containing all signatures required in Clause 4.1.1 along with other evidence to prove the correctness and the completeness of the transfer and the receipt of the transfer as prescribed by the warrant registrar. The warrant registrar shall issues the acceptance form for those requests to the requested person.

4.1.3 The warrant registrar shall register the transfer of warrants in the warrant registered book and certified the transfer of warrants, in case of non-reissuing, within 7 business days from the date that the warrant registrar officially received the request for registration and related evidence warrants or, in case of reissuing warrants, within 15 business days from the date that the warrant registrar received a request for registration and related evidence.

4.1.4 The warrant registrar shall entitle to refuse the request for the registration of the warrants, if the Warrant Registrar found that the transfer was done illegally or contrary to the limitation of warrant transfer (if any). The warrant registrar shall inform the person requesting for the registration within 7 business days from the date that the warrant registrar received the request for the registration and relevant evidence.

4.2 The transfer of the warrants kept at TSD shall be preceded in accordance with the regulations of SET TSD and relevant authorities.

## 5. Exercise Procedures and Conditions

### 5.1 Exercise Period

The first exercise date shall be on 30 September 2022 and the last exercise date shall be the date that such warrants aged 4 years from the issuance date which is 5 June 2026. If the last exercise date falls on a day which is not a business day, then the last exercise date shall be moved up to the business day prior to such exercise date.

Warrant holders can exercise their rights to purchase the Company's ordinary shares on the last business day of every quarter (the last business day of March, June, September, and December) throughout terms of warrant ("**Exercise Date**"). If such exercise date does not fall on a day which is a business day, then the exercise date shall be moved up to the last business day prior to such exercise date.

In this regard, the Company shall not call the Warrant Holders to exercise their warrants except on the Exercise Period specified above.

### 5.2 Exercise of Warrants

To exercising the warrants, the Warrant Holders might exercise their rights either in whole or in part of total units of warrant held by each of them. However, any outstanding warrant that are not exercised before the Last Exercise Date, the Company shall deem that the Warrant Holders do not wish to exercise their rights and such warrants shall be expired without being exercised.

### 5.3 Notification Period for the Exercise of Warrant

5.3.1 The Notification period for Exercise Warrant on each Exercise Date (Except for the Last Exercise Date)

The Warrant Holders who wish to exercise their rights to purchase the Company's newly issued ordinary shares shall deliver a notification to exercise the warrants following the

procedures as specified in Clause 5.4 ("Exercise Procedures") between 9:00 a.m. – 4:00 p.m during the period of 15 days prior to each Exercise Date (the "Notification Period")

In this regards, the Company shall not close the Warrant Register Book to suspend the transfer of warrants. Also, the Company shall release information and additional details to the Warrant Holders, the Exercise Date, the Notification Period, Exercise Ratio, Exercise Price, Details of the bank account for subscription and exercise warrants, the Agent receiving exercise intention (if any) and the contact place, through the Information dissemination system through electronic media of the SET or other system required by the SET at least 5 business days prior to each Notification Period

#### 5.3.2 The Notification period for Exercise Warrants on the Last Exercise Date

The Warrant Holders shall deliver a notification to exercise the warrants following the procedures as specified in Clause 5.4 ("Exercise Procedures") between 9:00 a.m. – 4:00 p.m. during the period of 15 days prior to the Last Exercise Date (the "**Last Notification Period**")

In this regards, The Company shall release information and additional details to the Warrant Holders, the Exercise Date, the Last Notification Period, Exercise Ratio, Exercise Price, Details of the bank account for subscription and exercise warrants, the Agent receiving exercise intention (if any) and the contact place, through the Information dissemination system through electronic media of the SET or other system required by the SET at least 14 days prior the Warrant Holder register book closing date and send registered mail to the address of Warrant Holders as appeared in the warrant registered book at the last book closing date of warrant. In this regards, the Company shall close the Warrant Holder register book for suspending the transfer of warrants for a period of 21 days prior to the Last Exercise Date. In such case, the SET shall post the SP sign in order to suspend the trading of warrants for a period of 2 business days prior to the book closure date to the Last Exercise Date .

In case that the first day of the book closing date falls on a day which is not a SET's business day, such date shall be moved up to the business day prior to such date. In this regards, the trading of warrants shall be suspended until the Last Exercise Date.

#### 5.4 Exercise Procedures

##### 5.4.1 The Warrant Holders may request the Exercise Notice form at the Company's office and/or Agent receiving exercise intention (if any) or download the form from the

Company's website (<https://www.jasasset.co.th>). The Warrant Holders shall notify, the Company and/or Agent receiving exercise intention (if any), within the Notification Period for the Exercise of Warrant as specified in Clause 5.3 above.

Company Address :

JAS Asset Public Company Limited  
187 JMART Building, Ramkamheang Road, Rat Phatthana,  
Saphan Sung, Bangkok 10240  
Tel. 0-2308-9000

In case the Warrants are under script system (Script), Warrant Holders can promptly lodge Warrant certificates as the evidence to notify their intention to exercise.

In case the Warrants are under scripless system (Scripless), Warrant Holders who intend to exercise the warrants shall notify their intention and submit a request form for withdrawal of Warrant certificates or for issuance of the Warrant Substitutes in a form prescribed by the SET as follows:

- In case that the Warrant Holders have their own securities trading accounts in the account named "Thailand Securities Depository Company Limited for depositors", the Warrant Holders who wish to exercise their rights shall notify their intention and fill the request form to withdraw the warrants prescribed by the SET and submit to their securities company acting as their brokers. The securities company shall notify TSD to withdraw the warrants from the account named "Thailand Securities Depository Company Limited for depositors", and then TSD shall issue the Warrant Substitute to be used as an evidence or supplementary document for the exercise of warrant.
- In case that the Warrant Holders do not have a securities trading account and the warrants are kept with TSD in the account named "the Securities Issuer's Account", the Warrant Holders who wish to exercise the warrants shall notify their intentions and fill the request form to withdraw the warrants prescribed by the SET and submit to TSD to withdraw the warrants from "the Securities Issuer's Account" and then TSD shall issue the Warrant Substitute which to be used as an evidence or supplemental document for the exercise of warrant.

All Warrant Holders (including all those who hold warrants in the script system and also in the scripless system), who wish to exercise their warrants, shall comply with the

conditions regarding the Warrant's Exercise notice, take necessary actions and submit the required documents within the relevant Notification Period, detailed as follows:

- a) An accurately and completed form of the Warrant's Exercise Notice, duly signed by the Warrant Holders and submit to the Company and/or the Agent receiving exercise intention (if any) within the Notification Period.
- b) The Warrant certificate or the Warrant substitute in form prescribed by the SET, bearing signature of holders representing the relevant number of warrants as specified in the Exercise Notice and a power of attorney letter in case that the warrant holders delegate other person to receive new certificates of the unexercised Warrants (if any) and send to the Company and/or Agent receiving exercise intention (if any).
- c) Payment of the amount specified in the Warrant's Exercise Notice and send pay-in slip to the Company and/or the Agent receiving exercise intention (if any). The Warrant Holders who wish to exercise their rights shall pay in one of the following form:
  - 1) Money transfer to Saving Account, Bank of Ayudhya Public Company Limited, Thanon Phatthanakan Branch, payable to "Shares Subscription Account of JAS Asset Plc", Account No. 168-1-54710-5, and enclose the evidence of such transfer as well as specify name-surname and contact telephone number or
  - 2) Payment in form of cheque, cashier's cheque, or draft which can be cashed in Bangkok Metropolitan area within 1 Business day from each Notification date. Cheque, cashier's cheque, or draft shall be dated 3 business days prior each Exercise Date and shall be crossed and made payable only to "Shares Subscription Account of JAS Asset Plc" and specify name-surname and contact telephone number on back of those forms or
  - 3) Other Payment forms determined by the Company and/or Agent receiving exercise intention (if any) which shall be informed later.

In this regards, the Exercise of Warrants be considered completed and valid only if the Company or the Agent receiving exercise intention (if any) successfully collected the payment. In case that, the Company or the Agent receiving exercise intention (if any) could not collect such payment, for any

reason not cause by the Company or the Agent receiving exercise intention (if any), the Company shall deem that such Warrant Holders intend to cancel their respective intention to exercise warrants. In such case, the Company and/or Agent receiving exercise intention (if any) shall return the Warrant Certificates or the Warrant Substitutes together with the cheque, cashier's cheque, or draft which could not be collected to such Warrant Holders within 14 days from each the Exercise Date. However, such cancellation shall not deprive the Warrant Holders the rights to purchase ordinary shares for the next period, except in case of the Last Exercise Period, the Company shall deem that such warrant is expired without being exercised. In such case, the Company and the Agent receiving exercise intention (if any) shall not responsible for the interest and/or any damages or compensations in whatsoever cases.

- d) Warrant Holders are responsible for all taxes and/or duty stamps (if any) pursuant to the provisions in the Revenue Code or relevant regulations, laws applicable to the exercise of the Warrants.
- e) Evidence supporting the exercise
  - 1) Thai Individual Person: Certified copy of Identification card or the Government official card or the State enterprise employee card (In case of the name/surname changing that cause such name/surname different from that appearing on the Warrants, additional certified copy of relevant government documents e.g. certificate of name/surname change etc. must be attached). (In case of a minor, letter of consent of parents, certified copy of identification card of the parents and household registration having the name of the minor must be attached.)
  - 2) Foreign Individual Person: Certified copy of foreigner certificate (alien identification card) or certified copy of valid passport
  - 3) Thai Juristic Person : Copy of corporate affidavit issued by the Ministry of Commerce not more than 6 months prior to each Exercise Date, duly certified by authorized director(s) as stated in that corporate affidavit and certified copies of supporting evidences of such authorized director(s) as in 1) or 2)

- 4) Foreign Juristic Person: Copy of the certificate of incorporation and/or corporate affidavit of such legal entity, duly certified by the authorized director(s) and certified copies of supporting evidences of such authorized director(s) as in 1) or 2). All documents shall be duly certified by a Notary Public in the country in which such document is issued and not more than 6 months prior to each Exercise date.
- 5) Custodian: Copy of corporate affidavit and document evidencing appointment of custodian and certified copies of supporting evidences of the authorized person(s) as in 1) or 2). All documents shall be duly certified by a Notary Public in the country in which such document is issued and not more than 6 months prior to each Exercise date.

In this regards, if the Warrant Holders fail to submit the abovementioned evidence, the Company and/or the Agent receiving exercise intention (if any) shall deem that such Warrant Holders do not intend to exercise the rights at the relevant Exercise Date. However, the Company and/or the Agent receiving exercise intention (if any) might use its own discretion to allow the exercise of warrant as deemed appropriate.

- 5.4.2 The number of Warrants to be exercised must be in a whole number with the exercise ratio of one unit of Warrant to 1 ordinary share, except for the adjustment of rights as specified in Clause 6.
- 5.4.3 The number of ordinary shares to be issued upon the exercise of warrants shall be calculated by dividing the Warrant Holders' amount of payment as mentioned above by the Exercise price at the relevant exercise period. The Company shall issue the ordinary shares in in a whole number not greater than the number of Warrants multiplied by the exercise ratio. If there is a fraction of share derived from the calculation of the adjustment of exercise price and/or exercise ratio, the Company and/or the Agent receiving exercise intention (if any) shall discard such fraction from the calculation and shall return the remaining amount of payment left from such exercise, in form of a cheque crossing "A/C payee only" to the Warrant Holders through registered mail within 14 days from each Exercise date with no interest reimbursement in all cases.

In case of the adjustment of exercise ratio, according to the adjustment of exercise price, and/or the adjustment exercise ratio as specified in the Right Adjustment Condition, any fraction of shares arise from such exercise, the fraction shall be disregarded.

- 5.4.4 The Warrant Holders shall exercise the rights to purchase the ordinary shares at a minimum amount of 100 shares. However, in case where the Warrant Holders have the rights to purchase less than 100 ordinary shares, they shall exercise the rights to purchase all shares at one single time, except in case of the last exercise, the Warrant Holders may exercise the rights to purchase the ordinary shares with no limitation of number of shares.
- 5.4.5 If the Company and/or Agent receiving exercise intention (if any) has not received complete and accurate evidences or documents supporting the exercise as specified in Clause 5.4.1 e), or has not received the full payment specified in the Exercise Notice, or the Company finds that the Exercise Notice is not completely and accurately filled in by the Warrant Holders, or incorrect stamp duty (if any) as required by the related laws and regulations. The Warrant Holders shall rectify the found errors within the particular Notification period, if the Warrant Holders fail to correct them within such period, the Company shall deem that the Warrant Holders intend to cancel their respective intention to exercise warrants and the Company and/or Agent receiving exercise intention (if any) shall return Warrant certificate or warrant substitute and the payment with no interest reimbursement in all cases to the Warrant Holders through registered mail within 14 days from each Exercise date by processes and conditions determined by the Company and/or Agent receiving exercise intention (if any). However, the Warrant Holders can notify their exercise intention on the next Exercise Date, except in case of the Last Exercise Period, the Company shall deem that such warrant is expired without being exercised. In such case, the Company shall not responsible for the interest and/or any damages or compensations in whatsoever cases.
- 5.4.6 In case that the Warrant Holders do not make the full amount of payment for the exercise of warrants, the Company and/or the Agent receiving exercise intention (if any) is entitled to proceed with any of the following method as seen appropriated.
- a) Request the Warrant Holders to pay the remaining balance of such Exercise within the relevant Notification period. If the Company and/or the Agent receiving exercise intention (if any) does not receive such payment within the period, the Company and/or the Agent receiving exercise intention (if any) shall deemed that the Exercise Notice is invalid without any exercise, or
  - b) Deem that the number of shares subscribed shall equal to the actual amount of payment received in accordance with the exercise price at that time, or



c) Deem that the Exercise Notice is invalid without any exercise; or

However, for the Last Exercise period, the Company shall proceed to case b). Any alternatives proceed by the Company and/or the Agent receiving exercise intention (if any) shall be deemed as ultimatum.

In case of a) and c), the Company and/or the Agent receiving exercise intention (if any) shall return Warrant certificate or warrant substitute and the received payment by cheque crossing "A/C payee only" which specify to the Warrant Holder through registered mail within 14 days from the Exercise Date with no interest reimbursement .

In case (b), the Company and/or the Agent receiving exercise intention (if any) shall deem that the intention to exercise is partially made, equal to the actual amount of payment received in accordance with the exercise price at that and shall return the remaining Warrants certificate or Warrant substitutes and the remaining amount of payment (if any) to the Warrant holders with no interest reimbursement through registered mail within 14 days following the exercise date. However, those unexercised Warrants still valid until the Last exercise period, except they fall into the Last Exercise period.

5.4.7 In the case that the Company and/or Agent receiving exercise intention (if any) fail to return the remaining amount of payment that are unused or unexercised to the Warrant holders within 14 days from the relevant exercise date, the Warrant holders shall be entitled to receive interest reimbursement at the rate of 7.5% per annum calculated from the remaining amount of payment that are unused or unexercised that exceeding 14 days until the date that the Warrant holders receive such payment.

However, in case that the company and/or Agent receiving exercise intention (if any) has duly delivered the Cheque, Drafts, Cashier's Cheque, Bill of exchange from Bank or Bank payment orders, crossing "A/C payee only" to the Warrant Holders by registered mail at the address specified in the Exercise Notice, it shall be deemed that the Warrant Holders already received their payment and shall not have any right to reimburse for any interest and/or other compensations.

5.4.8 When the Warrant holders who intend to exercise their rights to purchase ordinary shares have fully complied with all conditions governing the Exercise of Warrant, e.g. accurately and completely delivered the Warrants, the Exercise Notice and all supporting evidences as specified in 5.4.1 e), and made a full payments for ordinary shares subscription, the Warrant holders shall not cancel or revoke such exercise intention, unless obtained the written consent from the Company and/or Agent receiving exercise intention (if any).

- 5.4.9 If after the last exercise date, the Warrant Holders have not yet completely complied with all conditions governing the exercises prescribed by the Company and/or Agent receiving exercise intention (if any), the Company shall deemed that those unexercised warrants will expired without being exercised. Thus, the Warrant holders will no longer have any right to exercise such warrant.
- 5.4.10 In case that the Warrant holders deliver the amount of Warrants exceed than the amount of Warrants intended to be exercise, if the Warrants are in the Script system, the Company and/or Agent receiving exercise intention (if any) will send new Warrants certificate after deducted the amount of Warrants intended to be exercise to the Warrant holders through registered mail within 14 days after each exercise date. In this regard, the Company will void such previous Warrants accordingly.
- 5.4.11 The Company will register the change in the Company's paid-up capital to the Ministry of Commerce according to the numbers of newly issued ordinary shares for each of the exercise period within 14 days after the Company receives full payment for the exercised number of shares in each period. In this regard, the Company will request the Company's Registrar to register those Warrant Holders exercising their rights as ordinary shareholders in the Company's share register book according to the amount of ordinary shares calculated from such exercise.

The Company will file an application for listing of the newly issued ordinary shares from the Exercise of warrant to be listed in SET within 30 days from each Exercised Date.

The ordinary shares issued from the Exercise of Warrants shall have the same status and rights as those existing ordinary shares previously issued by the Company which effective from the date when the Warrant Holders or their proxies are recorded as Company's shareholders and the increasing in paid up capital due to the exercise of warrants with the Ministry of Commerce has been registered and completed.

- 5.4.12 In case that the amount of underlying ordinary shares are insufficient for the Exercise of Warrant, the Company will proceed to compensate for the incurred losses to the Warrant Holders who are unable to exercise their rights as specified in Clause 7. However, the Company will not compensate to the Warrant holders who do not exercise their rights, even though there are enough amount of underlying ordinary share, e.g. the Warrant holders who are foreign individuals that cannot exercise because the limitation of the foreign shareholders as prescribed in the Company's Articles of Association.

#### 5.4.13 Registrar of the Warrants

Thailand Securities Depository Company Limited (“TSD”)

Rachadapisek Road, Dindaeng, Bangkok 10400

Tel : 0-2009-9000

Fax : 0-2009-9991

Website : <http://www.tsd.co.th>

E-mail : [TSDCallCenter@set.or.th](mailto:TSDCallCenter@set.or.th)

The registrar of Warrants is responsible for closing the Warrant register book, which should contain of the records of Warrant Holders’ full name, nationality, address, and other details that may be required by TSD. If any inconsistency of information exists, the Company will regard the information appeared in the Warrant register Book as accurate

The Warrant Holders are obligated to notify any change or mistake in the details of Warrant register book and the Registrar shall then proceed to change or correct the information accordingly.

#### 5.4.14 Delivery of Warrant Certificate

The Company shall proceed to issue and deliver the warrant to the allotted persons as details below

- 1) In case that the allotted persons do not have securities trading account with the securities company or with TSD

TSD shall deliver the Warrant Certificates, according to the amount of Warrant allotted, through registered mail at the address indicated in the Company’s shares register book within 15 business days from the Warrant issuance date. In this case, the Warrant holders cannot sell the allotted Warrants in the SET until receiving the Warrants certificate, which may be after the Company’s Warrants commence trading in the SET.

- 2) In case that the persons receiving warrant allotment have securities trading accounts with the securities companies

TSD shall deposit the Warrants certificate at “The Thailand Securities Depository Company Limited for depositors”, and record the amount of Warrant that the securities companies have deposited, while, the securities companies shall record the amount of Warrant that such allotted persons have deposited and

shall issue the evidences of deposit to those allotted persons within 7 business days from the Warrant issuance date. In this case, the Warrant holders can sell the allotted Warrants in the SET immediately after the SET has granted the approval for the Warrants to be traded on the SET.

The names of the allotted person must be identical to the owner's name of the securities trading accounts in which the allotted persons wish to deposit the Warrants; otherwise, the Company reserves the right to issue the Warrant certificates to the allotted person as described in Clause 1) instead.

- 3) In case that the allotted persons have securities trading accounts with TSD, member number 600

The Company shall deposit the Warrants at TSD, and TSD will record the amount of allotted Warrants into the securities issuer's account, member number 600 and shall issue the evidences of deposit to those allotted persons within 7 business days from the Warrant Issuance date. When the allotted persons want to sell their Warrants, they have to withdraw the Warrants from such account number 600 as stated by contacting the securities companies, whereby the service fees may be incurred as required by TSD and/or the securities companies. In this case, the Warrant holders can sell the allotted Warrants in the SET immediately after the SET has granted the approval for the Warrants to be traded on the SET and the Warrant holders have completely preceded the withdrawal processes from the account number 600 as mentioned earlier.

#### 5.4.15 Delivery of ordinary shares arising from the Exercise of Warrants

To exercise the Warrants to purchase the Company's ordinary shares, the Warrant holders can inform the Company to proceed the following alternatives:

- 1) In case that the Warrant Holders wish to obtain the ordinary share certificates, named the Warrant Holders, TSD will proceed to deliver the share certificates, according to the amount of exercised Warrants to the Warrant holders through registered mail to the names and addresses indicated in the Warrant register book within 15 business days from each Exercise Date. In this case, the Warrant holders who have exercised warrants cannot sell their ordinary shares arising from the exercises of the Warrant in SET, until they have received the share

certificates, which may be after the shares arising from such exercise are approved to be traded on the SET

- 2) In case that the Warrant holders do not wish to obtain the shares certificates, but intend to use the service of TSD to deposit their ordinary shares arising from the exercise of Warrant in the securities companies' account, where the Warrant Holders have their trading accounts. In this case, TSD will proceed to deposit the ordinary shares arising from the exercises of Warrant to "Thailand Securities Depository Company Limited on behalf of the depositors," and record the amount of shares that the securities companies have deposited, while, the securities companies shall record the amount of shares that the Warrant holders have deposited and shall issue the evidences of deposit to the Warrant holders who have exercised warrants within 7 business days from each Exercise Date. In this case, the Warrant holders who have exercised warrants can sell the shares arising from the exercise of Warrants on the SET immediately after the SET has grant the approval for such shares to be traded on the SET.

In case that the Warrant holders who have exercised warrant, require the Company to proceed according to Clause 2), the names of the Warrant holders must be identical to the owner's name of the securities trading accounts in which the Warrant holders intend to deposit such shares; otherwise, the Company reserves the right to issue share certificates to the Warrant holders who have been allocated the shares, as described in Clause 1) instead.

- 3) In case that the Warrant holders do not wish to obtain the share certificate, but intend to use the service of TSD by depositing the ordinary shares into the securities issuer's account, member number 600. The Company shall deposit the ordinary shares arising from the exercise of the Warrants, at TSD and TSD will record the number of ordinary shares that the Warrant Holders are allotted in the securities issuer's account, member no. 600, and issue an evidence of deposit to the Warrant holders within 7 business days from each Exercise date. When such Warrant holders wish to sell their shares, they have to withdraw the shares from such account number 600 as stated by contacting the securities companies, whereby the service fees may be incurred as required by TSD and/or the securities companies. In this case, the Warrant holders who have exercised warrants can sell their allotted shares in the SET immediately after the SET has granted the approval for the ordinary shares to be traded on the SET

and the Warrant holders have completely preceded the withdrawal processes from the account number 600 as mentioned earlier.

## 6. Right Adjustment Conditions

In order to maintain the benefits of the Warrant Holders not to be inferior to the original, the Company shall adjust the exercise price and/or exercise ratio, throughout the terms of warrants when one of the following events occurs:

- 6.1 The Company changes the par value of its ordinary shares as a result of the consolidation or split of its issued ordinary shares. The adjustment of the exercise price and the exercise ratio shall be effective immediately from the date that the new par value is effective on the Information dissemination system of SET.

- (1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times \text{Par 1}}{\text{Par 0}}$$

- (2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times \text{Par 0}}{\text{Par 1}}$$

where

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1 = New exercise ratio after the adjustment

Ratio 0 = Exercise ratio before the adjustment

Par 1 = Par value of the ordinary shares after the adjustment

Par 0 = Par value of the ordinary shares before the adjustment

- 6.2 The Company offers its ordinary shares by rights issue to the existing shareholders (Right Offering) and/or public offering and/or private placement at "Net price per share of the newly issued ordinary shares" which is lower than 90% of the "Market price per share of the Company's ordinary shares". The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case

of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering in case of public offering and/or private placement, as the case may be.

Where

“Net price per share of the newly issued ordinary shares” is calculated from the total proceeds the Company receives from the ordinary share offering deducted by expenses arising from the share issuance (if any) and divided by the total number of newly issued shares.

In addition, in case there is more than 1 offering price at the same offering of shares under the condition that the offering must be jointly subscribed, all offering prices shall be used to calculate the Net price per share of the newly issued ordinary shares. However, if the offering is not under the condition that the offering must be jointly subscribed, only the offering price that is lower than 90% of “Market price per share of the Company’s ordinary shares” shall be used for the calculation.

“Market price per share of the Company’s ordinary shares” is equal to the Total trading value of the Company’s ordinary shares divided by the Total number of the Company’s ordinary shares traded on the SET during 15 consecutive Business days prior to the Calculation Date

“Calculation Date” refers to the first date that the purchaser of shares will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering in case of public offering and/or private placement, as the case may be.

If in case a reasonable “Market price per share of the Company’s ordinary shares” cannot be obtained, the Company will instead determine a fair price for the calculation purpose.

“Fair Price” means the price that is determined by financial advisor approved by the SEC.

(1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(A \times \text{MP}) + \text{BX}]}{\text{MP} \times (A + B)}$$

(2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [\text{MP} (A + B)]}{(A \times \text{MP}) + \text{BX}}$$

Where

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary shares
A	=	Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares in case of the right offering to the existing shareholders and/or the date prior to the first offering date of newly issued shares in case of public offering and/or private placement, as the case may be
B	=	Number of newly issued shares offered to rights offering and/or public offering and/or private placement, as the case may be
BX	=	Proceeds to be received deducted by any expenses from the issuance of new shares (if any) either from rights offering and/or public offering and/or private placement

- 6.3 The Company offers any newly issued securities by rights issue to the existing shareholders and/or public offering, and/or private placement and such securities give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares ("Newly issued convertible securities"), such as convertible debentures or warrants to purchase ordinary shares) where "Net price per share of the newly issued ordinary shares reserved for the exercise of the rights" to accommodate such rights is lower than 90% (ninety) of "Market price per share of the Company's ordinary shares"

The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares will not obtain rights to subscribe for any newly issued securities that are convertible or changeable into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of rights issue to the existing shareholders (Right Offering), and/or the first date of offering the newly issued securities that are convertible or changeable into ordinary shares or that give the rights to subscribe for the ordinary shares in case of public offering and/or private placement, as the case may be.

"Net price per share of the newly issued ordinary shares reserved for the exercise of the rights" is calculated from the total proceeds that the Company receives from the securities offering that give right to convert or change into the ordinary shares or give the rights to subscribe for the Company's ordinary shares, deducted by expenses arising from the securities issuance (if any), plus the proceeds received from the exercise of rights to convert or change into the ordinary shares or rights to subscribe for the Company's ordinary shares, and divided by the total number of the newly issued shares reserved for the exercise of the rights.



In addition, in case there is more than 1 offering price at the same offering of shares under the condition that the offering must be jointly subscribed, all offering prices shall be used to calculate the Net price per share of the newly issued ordinary shares reserved for the exercise of the rights. However, if the offering is not under the condition that the offering must be jointly subscribed, only the offering price that is lower than 90% of "Market price per share of the Company's ordinary shares" shall be used for the calculation

"Market price per share of the Company's ordinary shares " has the same meaning as details in Clause 6.2 above.

"Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to subscribe for the newly issued securities that give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering that give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of public offering and/or private placement, as the case may be.

- (1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(A \times \text{MP}) + \text{BX}]}{[\text{MP} \times (A + B)]}$$

- (2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [\text{MP} \times (A + B)]}{[(A \times \text{MP}) + \text{BX}]}$$

Where

Price 1	=	New exercise price after the adjustment
Price 0	=	Former exercise price before the adjustment
Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Former exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary share
A	=	Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares in case of right offering to the existing shareholders and/or the date prior to the first offering date of newly issued shares which give rights to convert or change into ordinary shares or to subscribe for the Company's

ordinary shares in case of public offering and/or private placement, as the case may be

B = Number of newly issued underlying shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares offered to the right offering and/or public offering and/or private placement

BX = Proceeds to be received deducted by any expenses from the issuance of the securities which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares either from rights offering and/or public offering and/or private placement, plus the proceeds to be received from the exercise of rights to convert or change into ordinary share or to or rights to subscribe for the Company's ordinary shares

6.4 The Company pays stock dividend, whether in whole or in part, in the form of the Company's newly issued shares. The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares shall not obtain the rights to receive such stock dividend (the first date that the SET posts XD sign).

(1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times A}{(A + B)}$$

(3) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times (A + B)}{A}$$

Where

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1 = New exercise ratio after the adjustment

Ratio 0 = Exercise ratio before the adjustment

A = Number of paid-up shares as of the date prior to the closing date of share register book for rights to stock dividend

B = Number of newly issued ordinary shares as stock dividend

- 6.5 The Company pays cash dividend at a rate higher than 70% of the Net profit of the consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax on the operating performance in such accounting period throughout the terms of warrants. The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares shall not obtain the rights to receive cash dividend (the first date that the SET posts XD sign).

The percentage of the dividend payment to shareholders shall be calculated by dividing the actual dividend paid in each accounting period by the Net profit of the consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax on the operating performance in the same accounting period. Such actual dividend paid shall also include the interim dividend paid in each accounting period. Therefore, there will be no right adjustment if the company pays interim dividends in each accounting year, however, the interim dividends will be taken into account with the above conditions and calculated from the consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax.

"Market price per share of the Company's ordinary shares " has the same meaning as details in Clause 6.2 above.

"Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to receive cash dividend (the first day that the SET posts an XD sign).

- (1) The exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [\text{MP} - (\text{D} - \text{R})]}{\text{MP}}$$

- (2) The exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times \text{MP}}{[\text{MP} - (\text{D} - \text{R})]}$$

Where

Price 1	=	New exercise price after the adjustment
Price 0	=	Exercise price before the adjustment
Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary shares
D	=	Dividends per share paid to the shareholders
R	=	Dividend per share paid at a rate of 80% of the consolidated

Financial Statement (audited) after deducted by retained loss, legal reserve, divided by total number of shares eligible form dividend

- 6.6 In any events other than those stated in Clause 6.1 – Clause 6.5 above that may impair the Warrant Holders' obtainable rights and benefits, the Company shall fairly consider and determine to adjust the exercise price and/or the exercise ratio (and/or adjust the amount of Warrants instead of the exercise ratio), without lessening the Warrant Holders' rights and benefits. The result of such consideration shall be deemed ultimatum. The Company will notify the SEC, SET, and the Warrant Registrar of relevant details immediately or before the effective date of the new exercise price and exercise ratio.
- 6.7 The calculation of the adjustment to the exercise price and the exercise ratio in accordance with Clause 6.1 through 6.6 above shall be independent on one another and shall be based on the order of occurrence of the comparison to the market price of the Company's ordinary shares. In case more than one circumstance simultaneously occurs, the calculation of adjustment shall be made in a respective order of Clauses 6.1, 6.5, 6.4, 6.2, 6.3, and 6.6. In each calculation, the exercise price and the exercise ratio shall remain in a 5 decimal digit number.
- 6.8 The calculation of the adjustment of the Exercise Price and/or the Exercise Ratio pursuant to Clause 6.1 – Clause 6.6 shall not be changed in a way which will cause the Exercise Price to increase and/or the Exercise Ratio to decrease, except for the case of the consolidation of shares specified in Clause 6.1. The proceeds from the exercise of rights shall be calculated from the new exercise price after the adjustment (with the 5 digits of decimal) multiplied by numbers of the ordinary shares (the number of the ordinary shares shall be calculated from the new exercise ratio after the adjustment multiplied by the amount of warrants being exercised, any decimal fraction of shares shall be disregarded), in additional, any decimal fraction of the proceeds from such calculation, less than 1 Baht shall be disregarded.

With regard to the adjustment of the Exercise Price, if the calculation causes the new exercise price to be lower than the Company's share par value, the Company's share par value shall be used as the new exercise price. For the Exercise Ratio, the new ratio is still calculated based on the method specified in Clause 6.1 – Clause 6.6.

- 6.9 The Company may consider adjusting the exercise price along with the issuance of new warrants instead of adjusting the exercise ratio. In case of issuing additional reserve shares, the Company shall submit the resolution of shareholders' meeting which approve the issuance of additional reserve shares to the SEC prior to the adjustment.

- 6.10 In adjusting the Exercise Price and/or Exercise Ratio as specified in Clause 6.1 – Clause 6.6 and/or the issuance of new warrants instead of adjusting the exercise ratio as specified in Clause 6.9, the Company shall inform the details regarding the adjustment of exercise ratio and price of warrant immediately or before the adjusted ratio and exercise price to be effective, through the Information dissemination system through electronic media of the SET or any other systems required by the SET and to the SEC within 15 (fifteen) days from the effective date of such adjustment. The Company will deliver the amended Terms and Conditions upon request to the Warrant holders within 15 days from the date the Company receives the written request from such Warrant holders and the Company shall make available copies of the amended Terms and Conditions at the Head Office of the Company and/or the Head Office of the Agent receiving exercise intention (if any), the Warrant Holders can review such copies of the amended Terms and Conditions on the business days and during the business hours of the respective places.

**7. Compensation in case the Company is unable to provide shares for the exercise of Warrants**

The Company will compensate the Warrant Holders or holders of the Warrant Substitute as follows:

- 7.1 The Company shall only compensate the Warrant Holders or holders of the Warrant Substitute in case the Warrant Holders notified their intention to exercise their rights in each Exercise Date but the Company is unable to provide sufficient reserved shares for the exercise of warrants. The compensation shall be calculated as specified in Clause 7.3. However, in case that the Company is unable to provide shares due to the limitation of shareholding of non-Thai as specified in Clause 12 below, the Company shall not pay any compensation to the Warrant Holders.

- 7.2 The compensation as mentioned in Clause 7.1 shall be paid by cheque crossing "A/C payee only" and deliver through the registered mail within 14 days from the exercise date. In case the Company is unable to compensate the Warrant Holders within the specified period, the Warrant Holders shall receive the interest at the rate 7.5% per annum calculated for the period after the specified 14 days until the date that the Warrant Holders receive their compensation.

However, in any case, if the Company has duly delivered the Cheque, Draft, Bill of exchange from bank, or Bank payment orders, crossing "A/C payee only" to the Warrant Holders by registered mail at the address specified in the Exercise Notice, it shall be deemed that the Warrant Holders already received such compensation and shall not have any right to reimburse for any interest and/or other compensations.

- 7.3 The calculation of the loss that the Company shall compensate to the Warrant Holders as specified in Clause 7.1 are expressed as follows:

$$\text{Compensation per 1 unit of Warrant} = B \times [MP - EP]$$

Where

- B = Amount of shares that cannot be provided and/or increased in accordance with the exercise ratio per 1 unit increased
- MP = Closing price of the Company's ordinary shares on each Exercise Date
- EP = Exercise price or Adjusted exercise price of the Warrants (if any)

- 7.4 If the Company has compensated the loss as in Clause 7, the compensation shall be deemed as ultimatum.

#### **8. Right and Status of the Reserved Shares**

The ordinary shares issued from the exercise of the Warrants will have the same rights and status as those of the ordinary shares previously issued by the Company, including the rights to receive dividends or other benefits that the Company grants to the shareholders, effective from the date that the Ministry of Commerce approves the registration of increased paid-up capital and the Company's Shares registrar records names of the Warrant Holders as shareholders in the Company's share register book.

In case that, the Company announces the date to determine the shareholders entitled to receive dividend payments or other benefits prior to the date that the Ministry of Commerce approves the registration of increased paid-up capital and the Company's Shares registrar records names of the Warrant Holders as shareholders in the Company's share register book, the Warrant Holders shall not have any right to receive such dividend payments or other benefits. In case there are any remaining reserved shares after the last exercise of Warrants, the Company shall further proceed to reduce the registered capital.

#### **9. Restriction on the Transfer of shares**

The Company has no restriction on share transfer except for the share transfer that will cause the Company's share held by non-Thai shareholders exceed 49 percent of the total paid-up shares, as stated in the Company's Articles of Association or in other proportions that may be amended in the Company's Articles of Association in the future.

#### **10. Status of Warrant Holder during the Notification period for the Exercise of Warrants**

During the period from the date that the Warrant Holders accurately and completely declare their intentions to exercise warrants by submitted the Exercise notice, until the date before the Ministry of Commerce approves the registration of increased paid-up capital arising from the exercise of

Warrants, the Company will deem that such Warrants have the same rights and status as other Warrants that have not been exercised. These rights and status shall be ended in the date that the Ministry of Commerce has approved the registration of increased paid-up capital arising from the exercise of Warrants.

In case that, the Company has adjusted the Exercise price and/or the Exercise Ratio while the Company has not yet submitted the registration of increased paid-up capital arising from the exercise of Warrants with the Ministry of Commerce, the Warrant holders who have already exercised their rights shall be entitled to the retrospective right adjustment. Hence, the Company shall promptly issue additional shares to the Warrant Holders according to the amount they are entitled, given the new adjustment of the Exercise price and/or the Exercise Ratio (as the case may be) becomes effective. Such additional shares may be received later than the previously delivered shares, but not later than 45 days from the adjustment date.

**11. Secondary Market for the Warrants**

The Company shall list the Warrants on the SET within 30 days from the Warrant's Issuance Date

**12. Restriction on the Transfer and Exercise of Warrants**

The Company has no restriction on the transfer of warrants, except in case of the last exercise which the Company shall close the Warrant Holder register book (J-W3) for a period of 21 days prior to the Last Exercise Date, and the SET shall post the SP sign in order to suspend the trading of warrants for a period of 2 business days prior to the book closure date, or in case of book close for determining the right of Warrant Holder (J-W3) eligible for the Warrant Holder's meeting which the Company shall close the Warrant Holder register book for a period of 21 days prior to the meeting date. However, the Company has the restriction on the exercise of warrants. And also, the company has restriction prescribed in the Company's Articles of Association on the foreign limitation in the Company's shareholding. The details are as follows:

- a) The Company shall not issue new ordinary shares to the non-Thai Warrant holders, who have exercised the warrants and comply with the conditions prescribed on the Exercise notice as specified in Clause 5.4, if such exercise shall cause non-Thai shareholders hold the proportion of Company's shares exceed 49 percent of the total paid-up shares, as specified in the Company's Articles of Association or other proportion that may be amended in the Company's Articles of Association in the future.
- b) If the restriction under Clause a) above causes the non-Thai Warrant holders, who have exercised the warrants and comply with the conditions prescribed on the Exercise notice

as specified in Clause 5.4, and under the “First-Come First-Served” basis, unable to exercise their rights as specified in the Warrant’s Exercise Notice whether in whole or in part. The Company and/or the Agent receiving exercise intention (if any) shall return the remaining payment that cannot be exercised to the non-Thai Warrant Holders within 14 days from each Exercise Date by processes and conditions determined by the Company and/or the Agent receiving exercise intention (if any). Hence, the Company shall not responsible for the interest and/or any damages or compensations in whatsoever cases.

- c) The non-Thai Warrant Holders shall not entitled to receive any form of compensation from the Company and/or the Agent receiving exercise intention (if any), in the case of the inability to exercise their rights due to the foreign limitation in the Company’s shareholding as specified in Clause a) above.

### **13. Amendment the Terms and Conditions of Warrants**

- 13.1 The amendment to Terms and Conditions that clearly enhanced the benefits of the Warrant Holders, or the amendment that required to complies with the relevant law, rules and regulations, the securities Act., the relevant general terms and order as well as the relevant notifications and regulations of the SEC, or the amendment of the right adjustment as specified in Clause 6 or the amendment that not inferior the right of the Warrant Holders, or the amendment that made to correct such obvious errors. Those amendments shall be amended by the Company without obtaining the consent from the Warrant Holders’ meeting.
- 13.2 Any amendments of Terms and Conditions other than Clause 13.1 shall obtain the consent from the Company and the Warrant Holders’ meeting as specified in Clause 14.6.
- 13.3 The amendment of Terms and Conditions, in any case, shall not be contrary to or inconsistent with the requirement specified in Notification No. TorChor. 34/2551 and in accordance with the Securities and Exchange Act, as well as other relevant laws unless it is granted.
- 13.4 The Company and/or the Warrant Holder have no right to propose the amendment of the extension of Warrant terms, Exercise ratio, Exercise price except in the case of the rights adjustment under Clause 6.
- 13.5 The Company shall notify the SET, the SEC and the Warrant Registrar of any amendment to the Terms and Conditions as specified in Clause 13.1 or 13.2 and shall submit the amended Terms and Conditions to the SET, the SEC, and the Warrant Registrar within 15 days from the date of such amendment. Also, the Company shall inform the Warrant Holders of any amendments to the Terms and Conditions as specified in Clause 13.1 or 13.2 via the SET’s electronic system



immediately or before 9.00 AM of the date that such amendment is effective. Upon the written request, the Company shall deliver the amended Terms and Conditions to the Warrant Holders within 15 days from the date the Company received such request. The Company shall make available copies of the amended Terms and Conditions at the Head Office of the Company and/or the Head Office of the Agent receiving exercise intention (if any), the Warrant Holders can review such copies of the amended Terms and Conditions on the business days and during the business hours of the respective places.

#### **14. The Warrant Holders' Meeting**

Calling the Warrant Holders' Meeting and/or the Warrant Holders' Meeting shall be as follows :

- 14.1 The Company is entitled to call the Warrant Holders' Meeting at any time as it deems appropriated. However, in case the following events occurred, the Company must arrange the meeting to have any resolution within 30 days from the date that the following events occurred:
- (a) When there are significant or material events that may affect the rights of Warrant Holders or affect the ability of the Company to comply with the Warrant Terms and Conditions, or
  - (b) When the Company or the Warrant Holders holding the warrants altogether at least 25% of total units of the unexercised Warrants at that time propose to amend the Terms and Conditions under Clause 13. In this regards, the Company and/or the Warrant Holders have no right to amend Exercise ratio, Exercise price or the Terms of warrants.

In an event that the Company fails to call the Warrant holders' meeting within specified period, the Warrant Holders holding the warrants altogether at least 25% of total units of the unexercised Warrants at that time, shall have the right to call the meeting of the Warrant Holders by themselves.

In the Warrant Holders' meeting, the Company or the person designated by the Company, and its legal counsel have the right to attend the Warrant Holders' meeting to provide comments or explanation to the meeting.

The Company shall close the Warrant Holder register book to determine the right of the Warrant Holders to attend such meeting not greater than 21 days prior to the date of the Warrant Holders' Meeting. The Warrant Holders who are eligible to attend the meeting must be named as the Warrant Holders on the book closing date.

#### 14.2 Invitation Letter

For calling the Warrant Holders' Meeting, either the meeting is called by the Warrant Holders or by the Company, the Company shall send the invitation letter (specifying the meeting venue located near the Company's Head Office or the province near or in Bangkok, the meeting date and time, the person who requests the meeting, and the meeting agendas) through registered mail to each individual Warrant Holders within 7 days from the Book closing date and inform the Warrant Registrar through the Information dissemination system through electronic media of the SET at least 7 days before the Warrant Holders' Meeting date.

#### 14.3 Proxy

The Warrant Holders may give a proxy to any person to attend the meeting and/or to cast the votes on their behalf. The proxies shall submit the Proxy Form, (specified by the Company and/or the Warrants Registrar and send to all Warrant Holders together with the invitation letter), to the Chairman of the Meeting or the person designated by the Chairman of the Meeting prior to the Warrant Holders' Meeting.

#### 14.4 Quorum

A quorum of the Warrant Holders' meeting shall be constituted by the Warrant holders who have not exercised their rights and their proxies (if any), not less than 25 persons, altogether representing at least 50% of total units of the unexercised warrants, attend in such meeting.

In the case where the Warrant Holders' meeting has delayed for 1 hour and a quorum still not formed, the meeting shall be canceled. If the meeting of the Warrant Holders is called by the Company, the Company shall recall the Warrant Holders' meeting in not less than 7 days but not later than 14 days from the date of the previous meeting by following the procedures in Clause 14.2, in this latter Warrant Holders' meeting, a quorum is not required. If the meeting of the Warrant Holders is called as the request of the Warrant Holders, the Company is not required to call for a new meeting.

#### 14.5 Chairman of the Meeting

Chairman of the Board or Vice Chairman of the Board or Chairman of the Audit Committee or a Company's director or the person selected by the Warrant Holders, (respectively in case prior person is not attend the meeting), shall act as the Chairman of the Warrant Holders' Meeting.

#### 14.6 Resolutions of the Meeting

Any resolution of the Warrant holders' Meeting shall consist of votes of not less than half of the total unexercised warrants held by Warrant holders or the proxies who attend the meeting and have the right to cast the votes in such agenda. The resolution approved by the Warrant holders' Meeting shall be binding all Warrant Holders regardless of their attendance to the meeting.

In casting vote, each Warrant Holder shall have the voting rights equivalent to the number of unexercised Warrants held, 1 (One) unit of unexercised warrant is equals to 1 (One) vote. The Chairman of the meeting shall cast an extra vote as the final casting vote only in case of equality of votes.

The Company shall inform the resolutions of the Warrant Holders' Meeting to the SET within a following Business day after the meeting date, and also inform the SEC as well as the Warrant Registrar within 15 days from the meeting date.

#### 14.7 Minutes of Meeting

The Company shall record and prepare the minutes of the Warrant holders' Meeting within a period of no later than 14 days from the meeting date, The minutes of the Warrant holders' meeting shall duly signed by the Chairman and shall be kept at the Company office. Upon the written request, the Company shall deliver the minutes to the Warrant Holders within 15 days from the date the Company received such request; however, the Warrant Holders shall be responsible for any incurred expenses determined by the Company.

#### 14.8 Meeting Expenses


The Company will be responsible for all expenses related to each Warrant holders' Meeting.

### 15. Enforcement of the Warrant Terms and the Governing Laws


The Warrant Terms shall be enforced from the Warrant issuance date to the Last Exercise Date and shall be governed and interpreted under the laws of Thailand.

In case there are any details in Part 2 of the Terms and Conditions conflicted with the details in Part 1 of the Terms and Conditions, the details in Part 1 shall be enforced. Also, if there are any clauses in the Terms and Conditions conflicted with any relevant rules, regulations or related notifications applicable to the laws, the provision under such rules, regulations or related notifications shall be applied to the Warrants for the said conflicted clause only.

Warrants Issuer  
JAS Asset Public Company Limited

Signed   
(Miss Yuvadee Pong-acha)  
Director



Signed   
(Mr. Suphot Sirikulapas)  
Director

Company Seal