

Non - resident Baht Account for Securities (NRBS) Acknowledgement

To: The Bank of Ayudhya Public Company Limited ("BAY")

Customer Name:

Customer Account Number:

According to Bank of Thailand ("BOT") Regulations dated 29 February 2008 and any amendment/supplement thereafter (the "Regulations") in relation to the Non-resident Baht Account for investment in securities and other financial instruments (including equity instruments, debt instruments, unit trusts and financial derivatives) purposes (the "NRBS"), as prescribed in the Regulations, I/we, hereby undertake and confirm to BAY that, at any time during the period in which I/we have maintained relationship with BAY:

1. The NRBS we are seeking to open and maintain with BAY is my/our sole NRBS in the Kingdom of Thailand except as permitted by BOT;
2. I/We represent and warrant that I/we do not have, and will not open, any NRBS with any other financial institution operating in the Kingdom of Thailand except as permitted by BOT;
3. The deposit and/or withdrawal/transfer into or from the NRBS is and will be for investment in securities and other financial instruments (including equity instruments, debt instruments, unit trusts and financial derivatives) purposes and as per the conditions and supporting documents specified in the Annex attached to this letter and any other conditions/documents as permitted/required by BOT;
4. I/We acknowledge and accept that the NRBS can be opened in form of a current or savings account only and there will be no interest on the NRBS;
5. At the end of each day, except in case where I/we receive any approval from BOT on a case-by-case basis or except in case where there is any relaxation of the Regulations announced by BOT from time to time, the total outstanding credit amount of the NRBS, maintained with BAY, shall not exceed the aggregate amount of THB 300 million or such other amounts as permitted by BOT;
6. I/We also undertake to deposit, withdraw and/or transfer any sum in or from the NRBS as per the conditions in Clause 3 above, as well as to control and have sole responsibility for closely monitoring and adjusting the outstanding credit amount in the NRBS within the limit as specified in Clause 5 above;
7. If, at the end of each day, the outstanding balance in the NRBS exceeds the limit as mentioned in Clause 5 above, BAY will be, without requiring any approval from, or prior notice to, me/us, entitled and authorized to do any action, as it deems appropriate, including without limitation, withdraw or transfer the exceeding amount into any account designated by BAY, close the NRBS, and/or any action as specified by BOT, without any further responsibility, liability or obligation to BAY whatsoever;
8. I/We agree and accept that I/we may withdraw any sum from the NRBS only at All Seasons Place Branch and Thonglor Branch before 15.30 hours (cutoff time) in accordance to comply with the regulations stipulated by BOT.

9. I/We irrevocably agree that if at any time, I/we have failed to perform or observe any of our obligations set forth in this letter, or any representation I/ we have made in this letter have been proved to be false, misleading or inaccurate in any respect (or there is a substantial likelihood of such event in BAY's discretion), BAY will be entitled to and authorized to, without a prior notice to me/us, immediately suspend or close my/our NRBS without any further responsibility, liability or obligation to BAY whatsoever; and
10. I/We shall indemnify BAY from and against all losses, damages, expenses and liabilities which BAY may incur as a result of any breach or failure to comply with any terms and conditions and regulations referred to in this letter or any of the representations made by me/us herein being untrue or ceasing to be true.

In case where there is any conflict between the terms and conditions in this letter and the terms and conditions for personal or corporate customers (as the case may be) for opening accounts, the terms and conditions in this letter shall prevail. The terms and conditions as per this document shall form a part of Terms and Conditions for Deposit Account of BAY.

I/We have read and accepted the terms and conditions as well as the Annex attached hereto (which forms part of this letter) and agree to comply with the same.

For Personal Customer

Sole/Principal Applicant	Joint Applicant (if any)
Full Name:	Full Name:
Date:	Date:

For Corporate Customer

For and on behalf of
Authorized Signature(s)
Date:

Annex

Conditions for Operating Non-resident Baht Account for Securities (NRBS)

Purposes:

For the purpose of investment in securities and other financial instruments such as equity instruments, debt instruments, unit trusts, future contracts and financial and other derivatives transactions traded on the Thailand Futures Exchange or its replacement or successor exchange (collectively TFEX) and Agricultural Futures Exchange of Thailand or its replacement or successor exchange (collectively AFET) or such other instruments as may subsequently be permitted from time to time by BOT or the Regulations.

Deposit:

1. Baht can be deposited in the following cases:

- (a) Baht exchanged or borrowed from a financial institution;
- (b) Baht transferred from another NRBS;
- (c) Baht received from sale proceeds of investment in securities and other financial instruments specified in the first paragraph of this Annex, returns, and receipts such as dividends interest or receipts from investments in future contracts and financial and other derivatives transactions traded on TFEX and AFET including margin, capital gains and other incomes related to such investments; and
- (d) For any other purpose as may subsequently be permitted from time to time by the BOT or in the Regulation

2. In depositing 1 (a), (c) and (d), a customer must submit related supporting documents as HSBC may request.

Withdrawal:

1. Baht can be withdrawn in the following cases:

- (a) Investment in securities and other financial instruments specified in the first paragraph of this Annex and payment related to such investment;
- (b) Payment related to future contracts and financial and other derivatives transactions;
- (c) Loan repayment to financial institutions;
- (d) Transfer to another NRBS;
- (e) Purchase of foreign currencies from financial institutions; and
- (f) For other purpose as may subsequently be permitted from time to time by the BOT or in the Regulations.

2. In withdrawing according to 1 (a), (b), (c) and (f), a customer must submit related supporting documents as HSBC may request.

Note: Transfer to another Non-resident Baht Account (NRBA) is not allowed.