

IR64/023

30 November 2021

Subject: Notification of Rights to Subscribe for Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No.4 (JMT-W4)

To: Shareholders of JMT Network Services 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.4 (JMT-W4)
3. Subscription Form for Newly Issued Ordinary Shares together with Warrant to Purchase Ordinary Shares of the Company No.4 (JMT-W4)
4. Power of Attorney Form
5. Map of the Place for Subscription
6. Rights and Duties of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of JMT Network Services Public Company Limited No.4 (JMT-W4)

Reference is made to the Extraordinary General Meeting of Shareholders No. 1/2021 of JMT Network Services Public Company Limited (“the Company”), held on 1 November 2021 which approved the allocation of newly issued ordinary shares not exceeding 311,580,130 shares with a par value of Baht 0.50 per share to existing shareholders in proportion to their respective shareholdings (“Rights Offering”) and to reserve for the exercise of the Warrants to purchase ordinary shares of the Company No. 4 (JMT-W4) and for the exercise of the JMT-W2, JMT-W3 and JMT-ESOP W1 warrants of which the exercise price and ratio have been adjusted. The details for subscription of newly issued ordinary shares (Rights Offering) together with JMT-W4 are as follows:

(1) Allocation of not exceeding 240,963,856 newly issued ordinary shares with a par value of Baht 0.50 per share to the existing shareholders of the Company in proportion to their shareholding (Rights Offering) in the ratio of 4.67435 existing shares to 1 new share, at the offering price of Baht 41.50 per share.

(2) Allocation of not exceeding 70,500,000 newly issued ordinary shares with a par value of Baht 0.50 per share to reserve for the exercise of Warrants to purchase ordinary shares of the Company No.4 (JMT-W4) 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 (Rights Offering) at the ratio of 3.418 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 90 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.4 (JMT-W4) 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.4 (JMT-W4) 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 14-17 and 20 December 2021, 09.00-15.30 hrs. at Asia Plus Securities Company Limited, 3rd Floor Sathorn City Tower, 175 South Sathorn Road, Thungmahamek, Sathorn, Bangkok 10120. (Please see the map of the Place for Subscription in Enclosure 5).

Should the shareholders have any questions, please contact Khun Arissara Tongyoi, at 02-680-1333 or Khun Sineeya Nualjaem, at 02-680-1327, Asia Plus Securities Company Limited.

Please be informed accordingly.

Respectfully yours,



(Mr.Sutthirak Traichira-aporn)

Chief Executive Officer

Enclosure 2**JMT Network Services Public Company Limited**

**Notice of the Allocation and Subscription Documents of
Newly Issued Ordinary Shares to the Existing Shareholders
of the Company (Rights Offering), together with Warrants to Purchase
Ordinary Shares of the Company No.4 (JMT-W4)
Subscription Period 14-17, 20 December 2021**

**Part 1- Information Regarding the Allocation of Newly Issued Ordinary Shares
together with Warrants to Purchase Ordinary Shares of the Company No.4 (JMT-W4)**

1. Name and Address of the Company

Name : JMT Network Services Public Company Limited (“the Company” or “JMT”)
Location : 4-6th Floor, 189 Jaymart Building, Ramkhamhaeng Road, Ratpattana, Sapansoong, Bangkok
Website : www.jmtnetwork.co.th
Telephone / Fax : 02-308-9999 / 02-308-9000

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. 5/2021 on 26 August 2021
The Board of Directors’ Meeting to Approve : BOD Meeting No. 6/2021 on 4 October 2021
Details of the Allocation Ratio
The Shareholders’ Meeting : Extraordinary General Meeting of Shareholders No. 1/2021 (E-EGM) on 1 November 2021

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. 5/2021 held on 26 August 2021, and The Board of Directors’ Meeting No. 6/2021 held on 4 October 2021 and the Extraordinary General Meeting of Shareholders No. 1/2021 on 1 November 2021 have resolved to approve the issuance and allocation of newly issued ordinary shares to existing shareholders in proportion to their shareholding (Rights Offering) and the allocation of newly issued ordinary shares to reserve for the exercise of warrants to purchase ordinary shares of the Company No.4 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 4.67435 existing ordinary shares to 1 newly issued ordinary share.

In this regard, the Board of Directors’ Meeting has resolved to set the date for determining the list of shareholders who entitle to subscribe the newly issued ordinary shares and eligible for the allocation of warrants (Record Date) on 8 November 2021, and the subscription and payment period during 14-17 and 20 December 2021 (5 business days). The detail of these allocation are summarized below:

3.1 Newly issued ordinary shares

Type of shares	:	Ordinary shares
Paid-up capital before the transaction	:	Baht 608,781,680 divided into 1,217,563,360 ordinary shares with a par value of Baht 0.50 per share
Paid-up capital to be increased for the Rights Offering (Only the details for subscription of newly issued ordinary shares together with JMT-W4 based on the Extraordinary General Meeting of Shareholders No. 1/2021 on 1 November 2021)	:	Not exceeding Baht 155,790,065.00 divided into 311,580,130 shares with a par value of Baht 0.50 per share with details are as follows: <ol style="list-style-type: none">(1) Allocation of not exceeding 240,963,856 newly issued ordinary shares with a par value of Baht 0.50 per share to the existing shareholders in proportion to their shareholding (Rights Offering)(2) Allocation of not exceeding 70,500,000 newly issued ordinary shares with a par value of Baht 0.50 per share for the exercise of JMT-W4 warrants 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 (Rights Offering)
Paid-up capital after the Rights Offering and fully exercise of JMT-W4	:	Not exceeding Baht 764,571,745 divided into not exceeding 1,529,143,490 ordinary shares with a par value of Baht 0.50 per share
Number of shares allocated	:	<ol style="list-style-type: none">(1) Number of shares allocated to existing shareholders (Rights Offering) not exceeding 240,963,856 shares(2) Number of shares allocated to reserve for the exercise JMT-W4 not exceeding 70,500,000 shares
Offering price	:	Baht 41.50 per share
Allocation ratio	:	4.67435 existing ordinary shares to 1 newly issued ordinary share. 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 240,963,856 newly issued ordinary shares with a par value of Baht 0.50 per share to the existing shareholders of the Company in proportion to their respective shareholdings (Rights Offering) at the offering price of Baht 41.50 per

share and at the ratio of 4.67435 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 still 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 in the next 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 (Rights Offering) 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 factors used by the Company to support its consideration to not offer or allocate newly issued ordinary shares, include but not limited to, the additional obligations that the Company will have under foreign laws, or the burden to examine legal points and/or to comply with the duties under foreign laws, the additional expenses in examining and seeking advice and recommendations on foreign laws and performing duties under foreign laws, and/or the potential risks compared to the benefits that the Company will receive if the shares are offered and allocated to the relevant subscribers or groups. Furthermore, the Company may offer or allocate the newly issued ordinary shares to any specific person or subscriber who is entitled to the allocation subject to international practices or an exemption under foreign laws that are effective and to the Company's ability to carry out the offering or allocation at relevant times.

In this connection, 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 taking into account 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. 4 (JMT-W4)

Name	: Warrant to purchase newly issued ordinary shares of JMT Network Services Public Company Limited No.4 (“JMT-W4”) 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 70,500,000 units
Allocation ratio	: The Company shall allocate JMT-W4 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 3.418 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 90.0 except in case of adjustment of rights
Offering Price	: Baht 0.00 per unit
Warrant Issuance Date	: Within 3 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	: 3 years from the issuance date. The Company shall not extend the term of warrant after the issuance
Offering method	: The Company shall allocate JMT-W4 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 3.418 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 31 March 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
- JMT-W4 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 JMT-W4 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 warrant 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 80 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 and conditions 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 shareholding (%)	Number of shares allotted pursuant to the right (shares)	Number of shares subscribed (shares)		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	600 x 20% = 120
Shareholder B	35	700	100	-	-
Shareholder C	35	700	700	400	600 x 35% = 210
Shareholder D	10	200	200	50	600 x 10% = 60*
Total	100	2,000	1,400	750	390

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	520
Shareholder B	100	-	100
Shareholder C	700	210	910
Shareholder D	200	50*	250
Total	1,400	380	1,780

* 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 under the Rights Offering together with Warrants to Purchase Ordinary Shares

The Board of Directors' Meeting No. 5/2021 held on 26 August 2021 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 8 November 2021.

6. Subscription Period and Payment Method

6.1 Subscription Period

During 14-17 and 20 December 2021, from 9.00 A.M. – 3.30 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

Asia Plus Securities Company Limited ("**Subscription Agent**")

3th Floor, Sathorn City Tower

175 South Sathorn Road, ThungMahaMek, Sathorn, Bangkok 10120

Tel. 0-2680-1333, 0-2680-1327 Fax: 0-2680-1733

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

**** The Company by Subscription Agent shall not accept the subscription of new ordinary shares through the DSS system of Thailand Securities Depository Company Limited.**

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 3:30 P.M. on 14-17 and 20 December 2021 (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 the following methods

1. Cash transfer by transferring money to the account “Asia Plus Securities Company Limited for Securities Subscription”

Bank / Branch	:	Bangkok Bank / Sathorn
Account Type	:	Current
Account number	:	142-310057-5

2. Transfer by deposit of personal cheque or cashier cheque or bank draft, which must be paid in the name “Asia Plus Securities Company Limited For Securities Subscription” by personal cheque or cashier cheque or bank draft must be dated 14 December 2021 or 15 December 2021 only

Shareholders who wish to subscribe must deposit a cheque for the subscription payment via Bangkok Bank counters within the bank's clearing time on 15 December 2021. It must be able to collect from the clearing house in the same area within the next business day then send a cheque deposit Bangkok 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 15 December 2021. It must be made by cash transfer according to the method in clause 1 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.4 (JMT-W4) (*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 Bank Public Company Limited
- 7) Siam Commercial Bank Public Company Limited
- 8) Thanachart Bank Public Company Limited
- 9) United Oversea Bank (Thai) Public Company Limited

The Company by Subscription Agent shall refund the subscription payment via money transfer to subscriber's bank account within 5 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 8 November 2021 and delivering such cheque via registered postal mail to the address appeared in the share register book on 8 November 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 8 November 2021 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 prior to 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), 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 prior to 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 5 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 Bank Public Company Limited
 7. Siam Commercial Bank Public Company Limited
 8. Thanachart Bank Public Company Limited
 9. United Oversea Bank (Thai) 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 8 November 2021 within 10 business days from the closing of subscription period.

- 3) In the case that the subscriber has a securities trading account with Asia Plus Securities 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 Asia Plus Securities 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 deliver or the monies have been transferred to the subscriber's account as appeared in the share register book on 8 November 2021, 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 hereby reserves the right not to allocate the newly issued ordinary shares to any shareholder, if such allocation makes the proportion of foreign shareholding to exceed 49 percent of the total issued shares of the Company. The said shareholder may not receive the allocation of the newly issued ordinary shares or may only receive partial allocation thereof.

7.5.7 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

The Company plans to use the proceeds from the offering of newly issued ordinary shares to existing shareholders of approximately THB 10,000 million, and proceeds from the offering of JMT-W4 warrants of approximately THB 6,345 million, total THB 16,345 million for investment in its existing business as follows.

Proceeds from the offering of newly issued ordinary shares to existing shareholders

1. Investment in the Company's existing business of purchase and management of distressed debts about THB 7,300 million, within 2022-2023

2. Repayment of debts to financial institutions and debentures, and working capital about THB 2,700 million within 2022-2023

Proceeds from the exercise of right to convert JMT-W4 warrants

1. Investment in the Company's existing business of purchase and management of distressed debts about THB 3,000 million, within 2024
2. Repayment of debts to financial institutions and debentures about THB 3,345 million, within 2024

9. Benefits which the Company will Receive from the Capital Increase and Share Allocation

The Company will use funds for an investment in its existing business of purchase and management of distressed debts to generate future returns. The Company will have funds for repaying the Company's debts, which consist of loans from financial institutions and debentures. The Company will have more financial liquidity from the working capital received from the capital increase, which will strengthen and enhance the stability of its financial structure to support its future business expansion and enable competition with other businesses in the same industry. This will help generate benefits and profits to the Company, and create long-term added value to its shareholders.

10. Benefits which the Shareholders will Receive from the Capital Increase and Share Allocation

10.1 This capital increase will help reduce risk related to financial structure and effect related to liquidation in business operation, and will be important for maintaining appropriate debt to equity ratio according to the current conditions regarding maintenance of debt to equity level specified by the financial institutions. This capital increase will also help improve the Company's business operation potential, as the Company's business is reliant on a relatively high investment

10.2 Dividend policy - 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.

10.3 Those who have been allocated the newly issued ordinary shares in proportion to their respective shareholdings (Rights Offering), 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.

10.4 Warrant holders will be entitled to receive dividends once those holders exercise their Warrants to purchase the ordinary shares of the Company and the holder's names appear to be Company's shareholders with Department of Business Development, Ministry of Commerce.

11. Other Information Necessary for Shareholders in Investing in the Shares of the Company

11.1 Control Dilution

(I) **Effect of the issuance and offering of newly issued ordinary shares proportionate to their respective shareholding (Rights Offering) (excluding the issuance of JMT-W4 warrants)**

After the issuance and offering of the newly issued ordinary shares to the existing shareholders of the Company proportionate to their respective shareholding (Rights Offering).

- a. 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). Moreover, in the event that all the existing shareholders do not exercise the right to purchase newly issued shares at all, the Company will proceed to reduce the registered capital of the Company by eliminating the remaining ordinary shares from the offering for sale, resulting in the number of paid-up shares unchanged, and does not affect the voting rights of the shareholders of the company (Control Dilution).
- b. In the event that 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 oversubscribe to the newly issued ordinary shares (Oversubscription) until the full subscription of the newly issued shares, it will affect the voting rights of the shareholders (Control Dilution), which will be reduced by about 17.99 percent with detailed calculations as follows:

$$\begin{aligned}
 &= \frac{\text{No. of RO shares offered}}{\text{No. of paid-up shares}^{/1} + \text{No. of RO shares offered}} \\
 &= \frac{240,963,856}{1,098,415,627 + 240,963,856} \\
 &= 17.99 \text{ percent}
 \end{aligned}$$

Remark: ^{/1} No. of paid-up share as of the Board of Directors' meeting No. 5/2021 held on 26 August 2021

(II) **Effect of the issuance and offering of newly issued ordinary shares proportionate to the shareholding (Rights Offering) and the issuance of JMT-W4 warrants**

After the issuance and offering of the newly issued ordinary shares offered to the existing shareholders of the Company proportionate to their respective shareholding (Rights Offering) and the allocation of JMT-W4 warrants.

- a. In the case that every shareholder exercises the right to purchase newly issued shares and received JMT-W4 warrants and exercised the right to convert JMT-W4 warrants into ordinary shares in full amount of the rights granted, it will not affect the voting rights of the Company's shareholders (Control Dilution)
- b. In case that existing shareholders who are allocated newly issued ordinary shares in proportion to their respective shareholdings (Rights Offering) and the JMT-W4 warrants choose to not exercise all of their right to subscribe newly issued ordinary shares; while other shareholders subscribe or oversubscribe newly issued ordinary shares (Oversubscription), and other shareholders exercised the right to convert JMT-W4 to ordinary shares in full. It will affect the voting rights of the shareholders (Control Dilution), which will be reduced by about 22.09 percent with detailed calculations as follows:

$$\begin{aligned}
 &= \frac{\text{No. of RO shares offered} + \text{No. of newly issued shares reserved for JMT-W4}}{\text{No. of paid-up shares}^{/1} + \text{No. of RO shares offered} + \text{No. of newly issued shares reserved for JMT-W4}} \\
 &= \frac{240,963,856 + 70,500,000}{1,098,415,627 + 240,963,856 + 70,500,000} \\
 &= 22.09 \text{ percent}
 \end{aligned}$$

Remark: ^{/1} No. of paid-up share as of the Board of Directors' meeting No. 5/2021 held on 26 August 2021

11.2 Price Dilution

(I) The issuance and offering of newly issued ordinary shares in proportion to their respective shareholdings (Rights Offering) (excluding the issuance of JMT-W4 warrants)

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 the full amount of newly issued ordinary shares is subscribed, it will affect the market price of the shares (Price Dilution), which will decrease by approximately 0.53 percent, with the calculation details as follows:

$$\begin{aligned}
 &= \frac{\text{Pre-offering market price} - \text{Post-offering market price}}{\text{Pre-offering market price}} \\
 &= \frac{42.7527 - 42.5273}{42.7527} \\
 &= 0.53 \text{ percent}
 \end{aligned}$$

Which the market price after the offering is calculated from

$$= \frac{(\text{Market price}^{/1} \times \text{No. of paid-up shares}) + (\text{Offering price of RO shares} \times \text{No. of RO shares offered})}{\text{No. of paid-up shares}^{/2} + \text{No. of RO shares offered}}$$

$$= \frac{(42.7527 \times 1,098,415,627) + (41.5000 \times 240,963,856)}{1,098,415,627 + 240,963,856}$$

$$= 42.5273 \text{ Baht}$$

Remark: ¹ The market price is equal to the weighted average market price of the Company's shares for the past 15 consecutive business days prior to the date of the Board of Directors Meeting No. 5/2021 on 26 August 2021 (between 4 -25 August 2021), which is equal to 42.7527 Baht.

² No. of paid-up share as of the Board of Directors' meeting No. 5/2021 held on 26 August 2021

(II) The issuance and offering of newly issued ordinary shares in proportion to the shareholding (Rights Offering) and the issuance of JMT-W4 warrants

- a) If only the issuance and offering of JMT-W4 warrants are considered, there will be no effect from the price dilution because the exercise price of JMT-W4 warrants is 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 4 - 25 August 2021) equal to 42.7527 Baht and the exercise price of JMT-W4 warrants is fixed at 90 Baht/share.
- b) After the issuance and offering of newly issued ordinary shares to existing shareholders in proportion to their respective shareholdings and the allocation of JMT-W4 warrants, if the newly issued ordinary shares are fully subscribed and the conversion of JMT-W4 warrants is fully exercise, there will be no effect on the market price of the shares (Price Dilution), with the calculation details as follows:

$$= \frac{\text{Pre-offering market price} - \text{Post-offering market price}}{\text{Pre-offering market price}}$$

$$= \frac{42.7527 - 44.9012}{42.7527}$$

$$= (5.03\%) \text{ (no effect on the market price of shares (Price Dilution))}$$

Which the market price after the offering is calculated from

$$= \frac{(\text{Market price}^1 \times \text{No. of paid-up shares}) + (\text{Offering price of RO shares} \times \text{No. of RO shares offered}) + (\text{exercise price of JMT-W4 warrants} \times \text{No. of shares reserved for JMT-W4})}{\text{No. of paid-up shares}^2 + \text{No. of RO shares offered} + \text{No. of shares reserved for JMT-W4}}$$

$$= \frac{(42.7527 \times 1,098,415,627) + (41.5000 \times 240,963,856) + (90,000 \times 70,500,000)}{1,098,415,627 + 240,963,856 + 70,500,000}$$

$$= 44.9021 \text{ Baht}$$

Remark: ¹ The market price is equal to the weighted average market price of the Company's shares for the past 15 consecutive business days prior to the date of the Board of Directors Meeting No. 5/2021 on 26 August 2021 (between 4 -25 August 2021), which is equal to 42.7527 Baht.

² No. of paid-up share as of the Board of Directors' meeting No. 5/2021 held on 26 August 2021

11.3 Earnings Per Share Dilution

(I) The issuance and offering of newly issued ordinary shares in proportion to their respective shareholdings (Rights Offering) (excluding the issuance of JMT-W4 warrants)

$$= \frac{\text{Pre-offering EPS} - \text{Post-offering EPS}}{\text{Pre-offering EPS}}$$

$$= \frac{1.08 - 0.88}{1.08}$$

$$= 17.99 \text{ percent}$$

$$\begin{aligned} \text{Pre-offering EPS} &= \frac{\text{Net profit for the past 12 months (July 1, 2020 – June 30, 2021)}}{\text{No. of paid-up shares (Pre-offering)}^{/1}} \\ &= \frac{1,184,916,708}{1,098,415,627} \\ &= 1.08 \text{ per share} \end{aligned}$$

$$\begin{aligned} \text{Post-offering EPS} &= \frac{\text{Net profit for the past 12 months (July 1, 2020 – June 30, 2021)}}{(\text{No. of paid-up shares (Pre-offering)} + \text{No. of RO shares offered})} \\ &= \frac{1,184,916,708}{1,098,415,627 + 240,963,856} \\ &= 0.88 \text{ Baht per share} \end{aligned}$$

 Remark: ^{/1} No. of paid-up share as of the Board of Directors' meeting No. 5/2021 held on 26 August 2021

(II) The issuance and offering of newly issued ordinary shares in proportion to the shareholdings (Rights Offering) and the issuance of JMT-W4 warrants

$$= \frac{\text{Pre-offering EPS} - \text{Post-offering EPS (RO+JMT-W4)}}{\text{Pre-offering EPS}}$$

$$= \frac{1.08 - 0.84}{1.08}$$

$$= 22.09 \text{ percent}$$

$$\begin{aligned} \text{Pre-offering EPS} &= \frac{\text{Net profit for the past 12 months (July 1, 2020 – June 30, 2021)}}{\text{No. of paid-up shares (Pre-offering)}^{/1}} \\ &= \frac{1,184,916,708}{1,098,415,627} \\ &= 1.08 \text{ per share} \end{aligned}$$

$$\begin{aligned} \text{Post-offering EPS} &= \frac{\text{Net profit for the past 12 months (July 1, 2020 – June 30, 2021)}}{(\text{No. of paid-up shares (Pre-offering)} + \text{No. of RO shares offered})} \\ &= \frac{1,184,916,708}{1,098,415,627 + 240,963,856 + 70,500,000} \\ &= 0.84 \text{ Baht per share} \end{aligned}$$

Remark: ¹ No. of paid-up share as of the Board of Directors' meeting No. 5/2021 held on 26 August 2021

11.4 The Preliminary Features of Ordinary Share-Purchase Warrants of JMT Network Services Public Company Limited No.4 (“JMT-W4”) - appeared in Clause 3.2

Part 2 – Preliminary Information of JMT Network Services Public Company Limited
1. Name and Location of the Listed Company

Name	:	JMT Network Services Public Company Limited (the “Company”)
Business Type	:	Debts tracking and collection services, management of non-performing debt, personal financial business, and Insurance Broker Business
Address	:	4-6 th Floor, 187 Jmart Building, Ramkhamhaeng Rd., Saphansoong Bangkok
Registration Number	:	0107555000074
Telephone	:	02-308-9999
Fax	:	02-308-9900
Website	:	http://www.jmtnetwork.co.th
Registered Capital as of 15 October 2021	:	Baht 787,150,286 divided into 1,574,300,572 ordinary shares with a par value of Baht 0.50 each
Paid-up Capital as of 15 October 2021	:	Baht 563,173,127.5 divided into 1,126,346,255 ordinary shares with a par value of Baht 0.50 each

2. Business Type and Nature of Competition

Currently the company has operated in 4 core businesses, comprises of Debts tracking and collection services, Management of non-performing debt, Insurance business, and Insurance Broker Business. Our core business is the Management of non-performing debt which accounting for 85.3 percent of total revenue. The Company's revenue structure for the year ended 2018-2020 and the 9-month periods ended 30 September 2020 and 2021 can be summarized below:

Revenues	2018		2019		2020		9M 2020		9M 2021	
	MB	%	MB	%	MB	%	MB	%	MB	%
Core Business										
Revenue from contracts with customers ^{/1}	288.7	15.4	363.7	14.3	362.1	11.3	277.3	12.0	229.9	8.9
Interest and dividend income ^{/2}	1,228.4	65.6	1,294.5	51.0	1,726.5	53.8	1,170.4	50.6	1,450.3	56.1
Profit on Loans on Acquisition of Accounts	269.6	14.4	655.7	25.9	902.9	28.2	674.3	29.1	755.9	29.2
Revenue from insurance ^{/3}	98.3	5.3	210.6	8.3	199.2	6.2	187.6	8.1	137.7	5.3
Total core revenues	1,868.7	99.7	2,524.6	99.5	3,190.8	99.5	2,309.6	99.8	2,573.8	99.5
Other revenues ^{/5}	6.4	0.3	11.8	0.5	16.0	0.5	5.3	0.2	13.0	0.5
Total revenues	1,875.1	100.0	2,536.4	100.0	3,206.8	100.0	2,314.9	100	2,586.8	100

Remarks:

^{/1} Revenue from contracts with customers means Revenue from debt collection services, from legal services and litigation and from insurance commission. Revenue from insurance commission is revenues from our subsidiary, J Insurance Broker co. Ltd.

^{/2} Interest and dividend income means Interest income from loans from purchasing of non-performing and dividend income.

^{/3} Revenue from insurances came from the operation of Jaymart Insurance Public Company Limited a subsidiary that the Company invested in 55%.

^{/4} Other revenue such as interest received from bank deposits and profit (loss) from investment in financial assets, etc.

2.1 Product details

2.1.1 Debt collection service business

The company provides services to employers, financial institutions, and various entrepreneurs that want the company to follow up and act on behalf of the employer's debtor for the debt to be paid back. Contract tracking and debt collection are some of the company's services and also including legal work, such as filing lawsuits and conducting investigations into property cases. There are 3 main steps to debt tracking and expediting:

a. Phone Collection

The first step in the debt collection process is phone collection. Following the receipt of the debtor's data set from the employer, which includes a list of debtors, debt, and contact information, and which is kept in the debt collection system's database. The Phone Collector, who is assigned to collect the debts of the employer's group, will contact the debtor based on the information provided to negotiate for the debtor to repay the debt, which may include gathering additional debtor information. For easier debt tracking, such as job characteristics, workplace, income, housing, or other contact numbers. The additional data gathered will be saved in the company's database for future reference.

b. Field Collection

It is a procedure in which a company deploys field collectors to facilitate the receipt of payments from debtors for a restricted number of employers or, if necessary, debt collection, such as checking housing information to locate a debtor or inspecting the condition of assets held, for example. Field collection is frequently used to collect from debtors who have a large debt balance and are difficult to locate.

c. Litigation to force debt repayment

If the debtor refuses to pay the debt, this is the final step. The Company will consult with the Employer and have the Company's lawyer draft the plaint, as well as send a complaint to the debtor for non - payment the debt. However, depending on the type of debt, the collection period for each debt is between 6 and 9 months. When the contract period ends, the company must stop debt collection and return the untrackable debtors' information to the employer. The company will be able to extend the time to collect debts for any debtor that the company can track and is in the process of debt repayment or suing.

In terms of debt collection services, the company will earn revenue from debt collection services by benefit sharing a portion of the money that the company can collect from debtors (Commission). The stated income is determined by the debt collection success rate (Success

Rate) and the debt collection rate (Commission Rate) agreed upon with the employer, as follows:

$$\begin{aligned} \text{Revenue from debt collection services in each group} &= \text{Debt tracked} \times \text{Debt collection success rate} \\ &\quad \times \text{Debt collection service fee} \\ &= \text{Cash Collected} \times \text{Debt Collection Rate} \end{aligned}$$

However, the success rate and the debt collection service fee rates are different by type of debt collection. For example, Long-overdue debts which are difficult to track down, will have low success rate but high service fee rate. The company's debt collection success rate is approximately 3-4% of the amount of debt tracked and the average debt collection service fee is 15-24% of the debt amount collected.

In the event of a legal action, the company will be compensated in the form of a per head count fee and/or benefit sharing which is a percentage of the amount of debt repaid from legal actions. The company will not reimburse any expenses except for debt collection expenses such as phone charges for debtor tracking, field tracking fees, document copying fees, etc, if the company is unable to track and collect such debts.

The classification and value of the debts for which the company collects debts

The Company is a consumer finance debt collection service provider that specializes in debt collection from all types of loans, including, Personal loans, Credit card debts, Home mortgages, Hire purchase loans, Utility loans, Telephone bills, and other debts. As of 31 December 2020, the amount of debt under monitoring was 32,682 million baht, and as of 30 September 2021, the company had debt assigned to follow up from the employer in the amount of 28,887 million baht.

2.1.2 Non-performing debt management business

The company is in the business of managing non-performing debt by purchasing non-performing debt from financial institutions or businesses that have a general policy of selling non-performing debt. Typically, financial institutions will use the auction method to sell its own debt which the company's auction team will study the information of non-performing debts that are up for auction, such as types of debts and overdue periods to evaluate and bid on the auction, which will be determined as a percentage of the total debt and/or collection amount up to seller's specifications. If the auction is success, the company will examine the debt's specifics, such as the loan agreement, debt age, and debtor information to summarize the transferred debts. The Company then proceed the debt transfer by recording it in Assets - Accounts receivable investments and start the debt collection process.

In the auction, the company will bid for debts that the company has expertise only. The company will use the Company's debt collection database to estimate the success rate of debt tracking/collection, the expected cost of collection over collection periods and the required rate of return on such investment to assess and determine the appropriated price for such debt auction.

In term of management and debt collection, the company will estimate debt collection on a quarterly basis and compare actual debt collection to the estimation. If actual debt collections are underestimate, the Company will increase debt collection measure, provisions, and adjust the estimation in accordance with company policy and the current situation.

2.1.3 Insurance Brokerage Business

Insurance brokerage services is operated by Jaymart Insurance Brokerage Company Limited, a subsidiary holds 99.99% by the Company. The Company provides various type of insurance brokerage services. The revenue structure is derived from the portion of the commission's return on the customer's premium that has no risk in terms of product impairment because it does not need to have stock or insurance policies. The company only serves as an intermediary between the client and the insurance company, acting as a broker.

2.1.4 Insurance Business

Insurance business is operated by Jaymart Insurance Public Company Limited, a subsidiary holds 55% by the Company. The products of the company are divided into two categories: motor insurance and non-motor insurance, as follows:

- 1) Motor insurance types include:
 - Compulsory Motor Insurance)
 - Voluntary Motor Insurance include:
 - Type 1 insurance, contract garage repair, and service center repair
 - Type 2 insurance
 - Type 3 insurance
 - Insurance No. 5 is insurance type 2+ and 3+.
- 2) Non-Motor types include:
 - Fire Insurance for residential properties, commercial buildings, factories, condominiums, and dormitories.
 - Marine/Cargo Insurance, Inland Transit Insurance, Carrier liability Insurance
 - Miscellaneous include:
 - Accident Insurance: personal and group accident insurance
 - Travel Insurance
 - All Risk Insurance
 - Public Liability Insurance
 - Contract Work Insurance)
 - Burglary Insurance

- Professional liability insurance
- Engineering insurance, which includes coverage for all types of construction risks, coverage for all types of contractors installing machinery, coverage for boiler and pressure tank explosions, and coverage for machinery.
- Money Insurance
- Billboard insurance
- Product liability insurance
- Statutory liability insurance for fuel service stations arising from the operation of a controlled business type 3.
- Liability insurance for the company's directors and executive officers
- Statutory liability insurance for fuel service stations arising from the operation of a controlled business type 3.

The company provides pre-insurance vehicle inspections, accident inspection services, survey services, and emergency assistance services.

2.2 Marketing or Strategy

2.2.1 Debt collection services

Debt collection experience and the ability to maintain the debt seller's reputation

The company has over 20 years of debt collection experience and can manage debt collection by selecting a method appropriate for the type of debt as well as debtors' behavior. Furthermore, the company has trained and implemented discipline measures to ensure that debt collectors treat debtors politely and in accordance with the company's operating standards to protect the company's and debt sellers' reputations

2.2.2 Non-performing debt management business

The efficiency in the analysis of accounts receivable

From the experience in debt management business since 2006, the company has information and database on debt collection that used to track debts of more than 1,000,000 cases. As a result, the company is able to analyze debtor information by type, age and payment history to track and collect debts more efficiently. In addition, such analytical data will help the company to better understand the debt repayment behavior in each product to precisely calculate the auction price of debt which will benefit the company.

Customer and target group characteristics

Debt collection and non-performing debt collection services were in the same category of demand. Non-performing debts are usually sold by financial institutions, Personal Loan Service Company, Hire purchase services provider. Such groups may opt for various debt management methods, such as Use its own internal debt collection departments, Employ a third party to service a follow-up for debt collection or sold such debts to a third party companies for management. By using its own internal debt collection departments or employ a third party to

service a follow-up for debt collection, the employer will be responsible for the tracking costs and has the obligation to set allowance for impairment for such non-performing debt, but has the opportunity to earn more if the debt collection is higher than the provision. For the third party company that service a debt collection, there is a relatively low risk of not being able to collect debts and will loss when the debt collection received is not worth the operating costs due to the inability to follow up with the debt, however, there is an advantage that is such service does not require a high investment. Furthermore, If debts are sold to an external company for management purposes, the seller receives a fixed amount without the risk of debt collection. Those who buy the debt, on the other hand, will bear the risk of investment from buying the debt and will need to set allowance for impairment. Typically, the purchase price will be deducted from the total debt. To give buyers the opportunity to profit beyond the cost and expense of debt collection.

Distribution and distribution and service channels

The Company has clearly divided its employees into two groups: debt collection and non-performing debt management. Debt collection staff will negotiate for the debtor to pay through the channels specified by the employer in the debt collection service business. For the non-performing debt management business, debtors will be able to make payments at various points specified by the Company, such as service counters of commercial banks and other payment service companies, etc.

The correlation between companies in the debt collection and non-performing debt management industries

The demand for debt collection and non-performing debt management is the same. Debt collectors or non-performing debt sellers are commonly Financial institutions group, Personal Loan Service Group and Hire purchase loan service providers. Such groups may opt for various debt management strategies, such as debt collection through internal company departments, hiring an outside company to follow up on debt payments, or selling debt to an external company for further management.

Consumer loans and corporate loans are the two main types of non-performing debt among sellers. Non-performing debts in the consumer sector are the debt group that debt collection companies or companies that purchase debt for management purposes target. This includes mortgages, credit card loans, and lease-to-own loans. Personal loan and (leasing) (Personal loan)

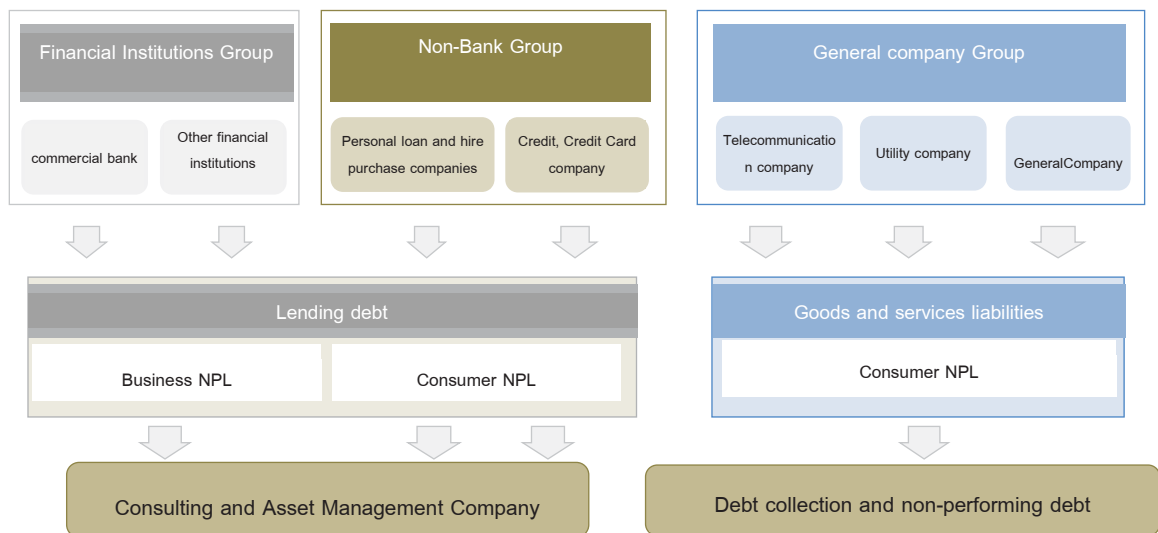
Factors that have an impact on the debt collection industry

The size of the economy's debt and the portion of the economy's non-performing debt is a measurement of the economy's non-performing debt. Both factors are influenced by the overall economic situation.

1. The amount of debt in the economy varies with the economy's situation. When the economy is booming, the amount of debt in the system grows. As a result, the amount of non-performing debt in the economy will rise.
2. The NPL ratio in the economy will vary according to the system's non-performing debt ratio which is inversely proportional to the state of the economy. If the economy is in a recession, the system's non-performing debt ratio will rise even higher. This has a direct impact on the percentage of non-performing debt in the system.

Due to the system's increased non-performing debt ratio, the debt collection industry experienced significant growth during the recession.

The diagram describes the correlation of related companies in the field of debt collection and non-performing debt management.



2.2.3 Insurance Brokerage Company and Insurance Company

Market conditions in the insurance industry and non-life insurance brokers are expected to be quite competitive in 2021. Because there are so many market participants, the company has devised a strategy to expand the market via many channels such as Telemarketing and social media, for both large and small brokers. The company also sell insurance directly through online channels, such as the Facebook Line Application, which the company intends to expand continuously in 2021. The company plan to sell mandatory for car insurance through social media channels. Technology has begun to play an increasingly important role in insurance sales, particularly InsurTech, which will be a new trend in the insurance industry in the future.

2.3 Competition

2.3.1 Debt collection agency and Non-performing debt management company

The debt collection service industry has a lot of competition. This is due to the large number of companies that operate in the industry. If the only goal is to increase the debt collection rate by using a disrespectful, aggressive debt collection process. This may have an impact on the

employer's and debt collection company's reputations. Consequently, employers began to concentrate on debt collection in the later period. It will consider hiring from a company that has personnel available. The work system is standard, and the employee has previous debt collection experience. Including debt collection methods appropriate for the type of debt to be tracked, etc. Furthermore, the Ministry of Finance has issued the Fair Debt Collection Act B.E. 2558, which requires debt collection business operators to install a recording system while communicating with debtors. This will lead to the establishment of standardized monitoring processes by businesses in the industry. To instill trust and influence the establishment of a larger and more stable customer base which generally requires a certain amount of investment. Furthermore, employers are more likely to sell non-performing debts. To reduce the risk of debt acceleration affecting the company's image. This enables companies with more capital to gain a competitive advantage in the debt collection service industry also has advantages in the non-performing debt management industry.

A group of business operators whose primary business is debt collection and non-performing debt management will exist in the debt collection and non-performing debt management industry. And is primarily a debt collection legal advisor before expanding the business to full-scale non-performing debt management.

The business operation is differentiated from the asset management group, which acquires and manages non-performing debt from the business sector. Law firms, as opposed to debt collection and collection firms, tend to focus on litigation rather than debt collection and collection services.

Furthermore, there are many companies that provide debt collection services, but the majority of them are small businesses. There are only a few large business operators capable of providing services to large employers, such as JMT, Chet Collection Group, and Leader Collection Group, among others. Depending on the experience of the team, each group of companies has different customer groups and debt collection methods, debt collection system readiness. Company specializing in litigation it will concentrate on debt collection services that can be sued immediately. The majority of debt management companies are branching out from debt collection services.

Companies in this industry require a certain amount of capital to purchase debts and manage them. Chet Collection Group, Chayo Group Public Company Limited, and JMT are the current debt management companies. There are also foreign companies/legal persons, such as various Asian funds, that are becoming more competitors in the debt management business. Because foreign corporations have a large capital base. However, such businesses must outsource debt collection to companies with prior experience. As a result, it may have an impact on the company the cost of purchasing debt has increased.

2.3.2 Insurance Brokerage Business

The insurance brokerage industry has a lot of competition. There are many insurance brokers, both large and small by segmenting marketing based on different target groups. At the present, the personal car insurance group has grown exponentially, and competition is quite high as a result of the government's policy to support the purchase of a first car over the last year. As a result, the insurance brokerage industry benefits from having more cars on the market faster than usual.

2.3.3 Insurance Business

Changes in competitive conditions and consumer behavior that have occurred as a result of the use of technology and the growth of social networks. The company will modify its organizational model to include Synergy and Ecosystem operations across all of Jay Mart Public Company Limited's business groups. The company transforms its organization and business into an InsurTech model, focusing on removing consumer pain points or problems through the use of cutting-edge technologies such as AI, Blockchain, Data Analytics, Cloud Computing, AR/VR, and IoT. Including data collection and systematic analysis of consumer behavior in order to study, develop, and design products that precisely meet the needs of consumers. The company has always made changes to the risk management plan within the organization to align with the changes to the operational plans within the organization. By improving the risk management system for greater efficiency, being transparent, having good corporate governance, and being able to be reviewed at any time.

In terms of plans to support growing services, the company intends to initially expand its partner network. Increase the number of garages to support the increased workload that will result from the company's anticipated growth. However, the company must raise its quality standards for both the work that it will accept and the quality of the garage with which it is partnered. Because a garage that provides services to customers is another Touch Point through which businesses can engage with consumers. The garage's service will impact the customer's experience and influence their decision to renew the insurance contract and recommend the company's services to others. As a result, businesses must adopt a more selective approach going forward.

Furthermore, the company places great value on its employees because the changing business model necessitates the acquisition of new skills. Personnel's ability and expertise in performing more specialized procedures. Whether it's the insurance department, claims department, legal department, finance department, accounting department, commercial department, or business partner department, the insurance department, claims department, legal department, finance department, accounting department, commercial department, and business partner department are all important. Department of Information Technology, etc. All parties have the potential to have a significant impact on the non-life insurance business. The company has taken steps to develop training development plans. To develop all employees' potential In addition to acquiring

new skills and competencies, In addition, the company aims to promote the development of leadership and management skills for employees in both general and academic administration.

3. Assets for Operation

As of 30 September 2021, the Company's assets for operation are as follows:

Items	Net Book Value (Million Baht)	Obligation
Building and equipment	182.09	N.A.
Computer Software	91.53	N.A.
Right-of-use assets	129.76	1-5 years
Leasehold rights	45.55	30 years
Total	448.93	

4. Contracts and License used in business operation

4.1 Important contracts related to the debt collection business

The company entered into a debt collection contract with several employers which will differ according to the type of the debt and the terms of the contract of the employer. As of September 30, 2021, the company has 24 contracts details as follows.

Counterparty	Employer : Commercial bank / juristic person / person Contractor : the Company
Scope of the contract	The contractor will follow up and accelerate Debt Collection, Litigation, prosecution, property investigation and enforcement against the employer's debtor
Debt collection period	Ranging from 2-6 months, depending on the employer.
Contract term	1 year. If there is no termination, it will be deemed to be effective for another 1 year
Service fee / Payment rate	Calculated from the debt collection service fee and the amount collected to the employer. The debt collection service rate will depend on the type of debt. and age of debtors. The employer will pay such service fee to the contractor within 30 days from the date the contractor sends the invoice.
Operation	<ul style="list-style-type: none"> - The contractor must proceed the debtor's payment at the employer's office or deposit the payment into the employer's bank account - The contractor must return the collection accounts back to the employer within the agreed period at the end of the period of operation
Guarantee (Depend on each employer)	The contractor must place a letter of guarantee of a commercial bank with not less than THB 100,000
Termination	Either party can terminate the contract by giving written notice 1 month in advance
Other conditions	<ul style="list-style-type: none"> - The contractor must report the follow-up results to the employer every month. - The contractor is prohibited from giving a debt rebate without the written consent of the employer. - The contractor is prohibited from outsourcing work without written approval from the employer. - The contractor must report the result of collection, investigation, confiscation and/or seizure of the assets to the employer (depending on each employer)

4.2 Important contracts related to non-performing debt management business

The Company has important contracts related to non-performing debt management business which can be divided into 2 types (1) Contract for purchase and transfer of non-performing debt and (2) Contract for appoint an agent to receive payment for goods and/or service fees, which are as follows:

4.2.1 Contract for purchase and transfer of non-performing debt

As of 30 September 2021, the Company has 226 contracts to purchase and receive transfers of non-performing debts management, details are as follows:

Counterparty	Transferor : Commercial Bank / Service Provider of Personal Loan, Hire purchase and Credit card Transferee : the Company
Scope of the contract	Transfer of debt accounts according to the loan agreement / credit card service agreement and/or hire purchase contract and the ownership of the hire purchase property
Repurchasing (depending on each employer)	In case the company examines debtor's contracts and found that the documentations are incomplete more than 1% of all accounts. The transferor will purchase the incomplete accounts at the agreed price and pay the transferee within the specified time
Other conditions	<ul style="list-style-type: none"> - Within the specified time, the transferee must notify the transfer of claims for debt repayment to all debtors involved - The transferee agrees to keep all documents related to the accounts that have been transferred for at least 5 years from the date of the contract. - The transferor can request the related documents for submitting to government agencies for examination as deems appropriate. - The transferee is aware that the sale/transfer of accounts and ownership is a transfer without any recourse and the transferor is not obligated to jointly receive any profit or loss from the collection of the transferee's debts.

4.2.2 Contract for appoint agents for payment of goods and/or service charges

As of 30 September 2021, the Company has 3 contracts to appoint an agent to receive payments for loans, goods or service fees, details are as follows:

Counterparties	Contractor : Counter Service Co., Ltd. Ek-Chai Distribution System Co., Ltd. and Jay Mart Public Company Limited Employer : the Company
Scope of the contract	Acting as an agent for receiving payments for goods and/or service charges
Contract term	1 year. If there is no termination, it will be deemed to be effective for another 1 year
Service fee / Payment rate	The company agrees to charge service fee at service points at the rate of THB 10-20 per 1 payment transaction.
Termination	The contracting party must give a written notice to the other party at least 90 days in advance.
Other conditions	The agent will deposit the money received from the customer into the account designated by the company within 1-2 days.

4.2.3 Licenses

The licenses for the Company's business operations are as follows:

License	Licensor	Type	Issue date	Expiration date
Asset Management	Bank of Thailand	Operates an Asset management business	18 June 2013	N.A.
Non-life insurance brokerage business (Nor Wor.6)	Office of Insurance Commission (OIC)	Non-life insurance brokerage business by providing direct insurance	8 August 2013	7 August 2026
Personal loan business under supervision	Bank of Thailand	Personal Loan	9 June 2005	N.A.

5. Details of Directors, Management, and Top 10 Major Shareholders

As of 15 November 2021, the management structure comprises 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 15 November 2021, the Board of Directors is comprised of the following 7 members:

No.	Name	Position
1	Mr. Adisak Sukumvittaya	Chairman of the Board
2	Ms. Yuvadee Pong-Acha	Director
3	Mr. Piya Pong-Acha	Director
4	Mr. Sutthirak Trichira-aporn	Director
5	Mr. Rerngchai Ingkapakorn	Chairman of Audit Committee/Independent Director
6	Mr. Kanchit Kawachat	Audit Committee/ Independent Director
7	Mr. Somsak Atisairakul	Audit Committee/ Independent Director

Authorized Director of the Company

Mr. Adisak Sukumvitaya or Mr. Piya Pong-Acha sign jointly with Ms. Yuvadee Pong-Acha or Mr. Sutthirak Trichira-aporn, totally two persons with company seal.

Executive Committee

As of 15 November 2021, the Executive Committee is comprised of the following 5 members:

No.	Name	Position
1	Ms. Yuvadee Pong-Acha	Chairman of the Executive Director
2	Mr. Piya Pong-Acha	Executive Director
3	Mr. Sutthirak Trichira-aporn	Executive Director
4	Ms. Ladda Waruntarakul	Executive Director
5	Mr. Wongsakorn Kittittrakul	Executive Director

Audit Committee

As of 15 November 2021, the Audit Committee is comprised of the following 3 members:

No.	Name	Position
1	Mr. Rerngchai Ingkapakorn	Chairman of Audit Committee/Independent Director
2	Mr. Kanchit Kawachat	Audit Committee/ Independent Director
3	Mr. Somsak Atisairakul	Audit Committee/ Independent Director

Nomination and Remuneration Committee

As of 15 November 2021, the Nomination and Remuneration Committee is comprised of the following 3 members:

No.	Name	Position
1	Mr. Somsak Atisairakul	Chairman of Nomination and Remuneration Committee
2	Ms. Yuvadee Pong-acha	Member of Nomination and Remuneration Committee
3	Mr. Piya Pong-Acha	Member of Nomination and Remuneration Committee

The Management

As of 15 November 2021, the Management is comprised of the following 2 members:

No.	Name	Position
1	Mr. Sutthirak Trichira-aporn	Chief Executive Officer
2	Mr. Wongsakorn Kittittrakul	Accounting and Finance

Top Ten Major Shareholders

Major shareholders of the Company as of 8 November 2021, the Record Date to determine the shareholders who will be entitled to be allocated and offered newly issued ordinary shares in proportion to their shareholdings and entitled to be allocated JMT-W4 warrants, are as follows:

No.	Name of Shareholders	No. Shares (Shares)	% of paid-up capital
1	Jay Mart Public Company Limited	607,222,226	53.91
2	Thai NVDR Company Limited	52,094,889	4.63
3	Mr. Paiboon Serewiwattana	34,335,310	3.05
4	Mr. Pongsak Thammathataree	25,000,000	2.22
5	SOUTH EAST ASIA UK (TYPE C) NOMINEES LIMITED	20,400,813	1.81
6	Mr. Naphat Panchakunathorn	12,500,000	1.11
7	Miss Pitsinee Sareewiwatthana	12,226,900	1.09
8	Mr. Somkuan Choowatanapakorn	10,000,812	0.90
9	SCB DIVIDEND STOCK 70/30 LONG TERM EQUITY FUND	7,567,000	0.67
10	TISCO MASTER POOLED REGISTERED PROVIDENT FUND	7,567,000	0.68
Total		788,914,950	70.0

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

6.1 Capital Increase

Unit: Million Baht

Year	Registered Capital			Paid-up Capital		
	Before changes	Changes	After changes	Before changes	Changes	After changes
2018 ^{/1}	440,000,000	114,994,295	554,994,295	379,976,470	64,018,966	443,995,436
2019	554,994,295	-	554,994,295	443,995,436	-	443,995,436
2020 ^{/2}	554,994,295	232,155,991	787,150,286	443,995,436	44,050,235	488,045,671
Jan -Sep 2021 ^{/3}	787,150,286	-	787,150,286	488,045,671	57,850,962	545,896,633

Remark:

^{/1} The Extraordinary Shareholders' Meeting 2018 resolved the following matters:

- The reduction of the Company's registered capital by cancelling 4,564 authorized but unissued shares at a par value of Baht 1 each which were the remaining allotted shares from the exercise of warrants to purchase ordinary shares of the Company No. 1 (JMT-W1)
- The change in par value of the Company's share from Baht 1 each to be Baht 0.50 each
- The increase in the Company's registered capital of Baht 110,998,859 from the existing registered capital of Baht 443,995,436 to be new registered capital Baht 554,994,295 by new issue of 221,997,718 ordinary shares at a par value of Baht 0.50 each to reserve for the exercise of the warrants (JMT-W2).

During the year 2018, the warrant holders exercised their right to purchase 64,018,966 ordinary shares at a par value of Baht 1.0 each, total value 64,018,966 Baht.

^{/2} The Extraordinary General Meeting of Shareholders No.1/2020 approved the increase of Baht 232,155,991 in the registered share capital of the Company from the registered share capital of Baht 554,994,295 to Baht 787,150,286 by issuing 464,311,982 new ordinary shares at par value of Baht 0.50 in order to reserve for the exercise of Warrant No.3 to purchase ordinary shares of the Company (JMT-W3), reserve for the exercise of Warrant No.1 to purchase ordinary shares allotted to directors, executives, and employees of the Company and/or its subsidiaries (JMT-ESOP W1) and reserve for the exercise of Warrant No.2 to purchase ordinary shares of the Company (JMT-W2) based on the new allocation ratio of JMT-W2 which has been previously adjusted.

During the year 2020, the warrant holders exercised their right to purchase 88,100,469 ordinary shares at a par value of Baht 0.50 each, total value 44,050,235 Baht.

^{/3} During January – September 2021, the warrant holders exercised their right to purchase 115,701,924 ordinary shares at a par value of Baht 0.50 each, total value 57,850,962 Baht.

6.2 Dividend Payment

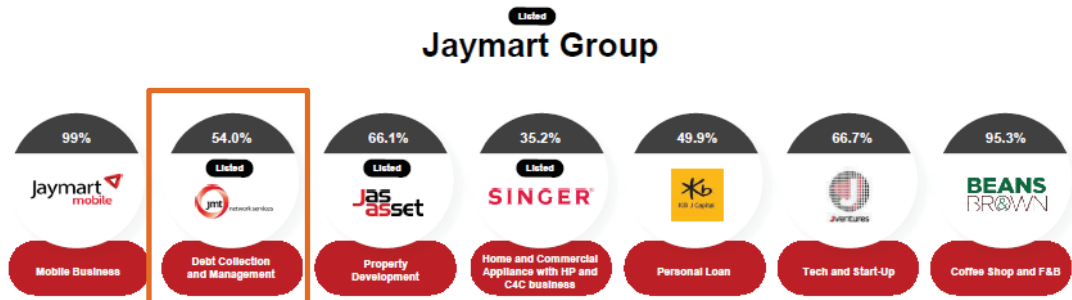
The Company has policy to pay dividend at the rate of not less than 50 percent of the net profit after corporate income tax and statutory reserve as stated in the consolidated financial statements. However, the Board of Directors shall have the power to consider not complying with the policy or changing 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 are as follows:

Year	2018	2019	2020	Jan-Sep 2021
Earnings per share (Baht) ^{/1}	0.60	0.77	1.15	0.87
Dividend per share (Baht)	0.74	0.58	0.86	0.40

Remark : ^{/1} Earnings per share are calculated from net profit attributable to shareholders of the Company for each period.

7. Company Organization and its Subsidiaries

The Company is a subsidiary of Jay Mart Group which includes Jaymart mobile Company Limited, JAS Asset Public Company Limited ("J"), Singer Thailand Public Company Limited ("SINGER"), KB J Capital Company Limited, J Ventures Company Limited and Beans and Brown Company Limited. Its parent company is Jay Mart Public Company Limited ("JMART").



As of 30 September 2021, the company has 4 subsidiaries

1. J Asset Management Company Limited operate Non-Performing Debt Management Business, the Company hold 99.99%, with a paid-up capital of THB 300 million and total investment value THB 300 million.
2. Jaymart Insurance Broker Company Limited operate Insurance Brokerage, the Company hold 99.99%, with a paid-up capital of THB 150 million and total investment value THB 150 million.
3. Jaymart Insurance Public Company Limited operate non-life insurance, the Company hold 55%, with a paid-up capital of THB 572 million and total investment value THB 392.34 million.
4. JMT (CAMBODIA) Company Limited operate debt collection in Cambodia, the Company hold 100%, with a paid-up capital of THB 14.06 million and with total investment value THB 14.06 million. However, JMT (CAMBODIA) has ceased its own business and completed the liquidation process in the Quarter 3/2021

Company Name	Business Type	Paid-up Capital (Baht) ^{/1}	Share Holding (%) ^{/1}	Investment Value (Baht) ^{/1}
<u>Subsidiaries</u>				
J Asset Management Co., Ltd	Non-performing debts management business both collateral and non-collateral from financial institutions	300,000,000	99.99	300,000,000
Jaymart Insurance Broker Co., Ltd	Non-life insurance brokerage business	15,000,000	99.99	15,000,000
Jaymart Insurance Plc.	Non-life insurance business	572,000,000	55.00	392,304,000
JMT Cambodia Co., Ltd	Completed liquidation in the Q3/2021.	14,062,420	100.00	14,062,420
<u>Associates</u>				
-None-	-	-	-	-

 Remark: ^{/1} Data as of 30 September 2021

Part 3 – Summary of Financial Statement of JMT Network Services Public Company Limited

Balance Sheet	31 Dec 2018		31 Dec 2019		31 Dec 2020		30 Sep 2021	
	MB	%	MB	%	MB	%	MB	%
Cash and cash equivalents	692.5	8.3	316.7	3.1	967.1	6.8	1,464.8	7.4
Reinsurance assets	120.8	1.4	207.6	2.0	222.4	1.6	139.2	0.7
Current portion of loans receivable from purchase of accounts receivable	0.5	0.0	387.4	3.8	338.9	2.4	496.0	2.5
Trade and other receivables	112.9	1.4	161.0	1.6	250.9	1.8	462.9	2.3
Short-term loans to related parties	330.0	3.9	295.0	2.9	282.0	2.0	-	-
Other current financial assets	-	-	-	-	1,163.1	8.2	160.6	0.8
Properties foreclosed	73.8	0.9	96.0	0.9	401.5	2.8	-	-
Short-term investments	235.7	2.8	228.8	2.2	-	-	-	-
Other current asset	744.3	8.9	233.1	2.3	208.0	1.5	1,062.9	5.4
Total current asset	2,310.6	27.6	1,924.8	19.0	3,833.8	26.9	3,786.4	19.2
Loans receivable from purchase of accounts receivable - net of current portion	5,418.2	64.8	7,533.2	74.3	9,495.10	66.5	14,927.9	75.6
Other non-current financial assets	-	-	-	-	203.08	1.4	192.0	1.0
Building and Equipments	122.5	1.5	136.3	1.3	166.79	1.2	182.1	0.9
Computer Software	24.3	0.3	27.0	0.3	89.32	0.6	91.5	0.5
Right-of-use assets	-	-	-	-	154.85	1.1	175.3	0.9
Long-term investments	124.4	1.5	134.0	1.3	-	-	-	-
Goodwill	273.8	3.3	273.8	2.7	273.8	1.9	273.8	1.4
Other non-current assets	89.7	1.1	112.7	1.1	53.67	0.4	54.0	0.3
Total non-current assets	6,052.8	72.4	8,217.0	81.0	10,436.6	73.1	15,956.8	80.8
Total assets	8,363.3	100.0	10,141.8	100.0	14,270.4	100.0	19,742.4	100.0
Short-term loans from financial institutions	-	-	647.9	6.4	50.0	0.4	1,545.2	7.8
Trade and other payables	393.4	4.7	92.7	0.9	116.4	0.8	162.4	0.8
Accounts payable - purchase of accounts receivable	-	-	121.2	1.2	392.1	2.7	668.8	3.4
Short-term loans	-	-	197.1	1.9	-	-	-	-
Insurance contract liabilities	311.8	3.7	421.6	4.2	359.4	2.5	293.4	1.5
Amounts due to reinsurers	71.1	0.9	119.2	1.2	212.1	1.5	108.5	0.5
Current portion of liabilities under finance lease agreement	0.2	0.0	0.2	-	-	-	-	-
Current portion of lease liabilities	-	-	-	-	40.1	0.3	49.6	0.3
Current portion of long-term loans	294.6	3.5	271.5	2.7	229.6	1.6	405.0	2.1
Current portion of debentures	449.8	5.4	1,638.5	16.2	1,073.3	7.5	2,770.6	14.0
Income tax payable	100.4	1.2	99.9	1.0	66.1	0.5	43.8	0.2
Other current liabilities	32.7	0.4	45.1	0.4	38.6	0.3	59.8	0.3
Total current liabilities	1,654.1	19.8	3,654.8	36.0	2,577.6	18.1	6,107.2	30.9
Liabilities under finance lease agreements - net of current portion	0.4	0.0	0.3	0.0	-	-	-	-
Lease liabilities - net of current portion	-	-	-	-	72.5	0.5	81.5	0.4
Long-term loans - net of current portion	515.3	6.2	265.6	2.6	159.9	1.1	551.7	2.8
Debentures - net of current portion	2,706.2	32.4	2,762.2	27.2	5,674.2	39.8	4,483.3	22.7

Balance Sheet	31 Dec 2018		31 Dec 2019		31 Dec 2020		30 Sep 2021	
	MB	%	MB	%	MB	%	MB	%
Other non-current liabilities	20.6	0.2	25.5	0.3	31.6	0.2	36.9	0.2
Total non-current liabilities	3,242.4	38.8	3,053.6	30.1	5,938.3	41.6	5,153.4	26.1
Total liabilities	4,896.5	58.5	6,708.4	66.1	8,515.9	59.7	11,260.6	57.0
Issued and fully paid up share	444.0	5.3	444.0	4.4	488.0	3.4	558.1	2.8
Share premium	2,333.9	27.9	2,333.9	23.0	3,930.5	27.5	6,513.1	33.0
Treasury shares - ordinary shares	(13.1)	(0.2)	-	-	-	-	-	-
Premium on treasury shares - ordinary shares	0.2	0.0	0.6	0.0	0.6	0.0	-	-
Advance receipt of share subscription	-	-	9.6	0.1	376.9	2.6	424.0	2.1
Capital reserve for share-based payment	-	-	-	-	4.1	0.0	9.3	0.0
Retained earnings Appropriated -	55.5	0.7	55.5	0.5	78.7	0.6	78.7	0.4
Retained earnings Unappropriated	574.9	6.9	554.3	5.5	880.6	6.2	917.0	4.6
Other components of shareholders' equity	0.1	0.0	(2.5)	(0.0)	(35.5)	(0.2)	(34.5)	(0.2)
Equity attributable to owners of the Company	3,395.6	40.6	3,395.6	33.5	5,724.1	40.1	8,466.47	42.9
Non-controlling interests of the subsidiaries	71.3	0.9	37.7	0.4	30.5	0.2	15.3	0.1
Total shareholders' equity	3,466.8	41.5	3,433.3	33.9	5,754.5	40.3	8,481.7	43.0

Source: Financial Statements of the Company

Income Statement	2018		2019		2020		9M 2520		9M 2021	
	MB	%	MB	%	MB	%	MB	%	MB	%
Revenue from contracts with customers	288.7	15.3	363.7	14.4	362.1	11.3	277.3	12.0	229.9	8.9
Interest and dividend income	1,228.4	65.2	1,294.5	51.3	1,726.5	54.1	1,171.2	50.7	1,450.3	56.3
Profit from loans on purchase of receivables	269.6	14.3	655.7	26.0	902.9	28.3	674.3	29.2	755.9	29.4
Income from insurance	98.3	5.2	210.6	8.3	199.2	6.2	187.6	8.1	137.7	5.4
Total revenue	1,884.9	100.0	2,524.6	100.0	3,190.8	100.0	2,310.4	100.0	2,574.2	100.0
Cost of services	672.4	35.7	875.4	34.7	870.3	27.3	633.1	27.4	614.1	23.9
Insurance expenses	110.0	5.8	236.2	9.4	162.6	5.1	141.0	6.1	116.5	4.5
Gross profit	1,102.5	58.5	1,413.0	56.0	2,157.8	67.6	1,536.3	66.5	1,843.6	71.6
Other revenue	0.8	0.0	11.8	0.5	16.1	0.5	5.3	0.2	18.3	0.7
Administrative expenses	302.8	16.1	394.1	15.6	441.1	13.8	312.4	13.5	414.5	16.1
Other expenses	-	-	11.6	0.5	209.1	6.6	159.5	6.9	134.4	5.2
Operating profit	798.9	42.4	1,045.1	41.4	1,523.6	47.7	1,069.7	46.3	1,313.0	51.0
Financial cost	133.6	7.1	206.2	8.2	313.9	9.8	224.2	9.7	245.4	9.5
Income tax expenses	185.5	9.8	189.4	7.5	173.6	5.4	132.4	5.7	159.6	6.2
Net Profit	479.7	25.4	649.4	25.7	1,036.1	32.5	713.1	30.9	908.1	35.3
Exchange differences on translation of financial statements in foreign currency	0.5	0.0	(1.1)	(0.0)	-	-	0.2	0.0	0.9	0.0
Losses on change in value of available-for-sale investment-net of income tax	-	-	(2.8)	(0.1)	-	-	-	-	-	-
Actuarial gains (losses)	0.3	0.0	(0.9)	(0.0)	(1.7)	(0.1)	-	-	-	-

Income Statement	2018		2019		2020		9M 2520		9M 2021	
	MB	%	MB	%	MB	%	MB	%	MB	%
Losses on change in value of equity instruments designated at fair value through other comprehensive revenue from investment in subsidiaries	-	-	-	-	(10.1)	(0.3)	-	-	-	-
Total comprehensive revenue for the year	480.4	25.5	644.70	25.5	1,024.4	32.1	713.2	30.9	909.1	35.3

Source: Financial Statements of the Company

Cash Flow (Unit: Million Baht)	2018	2019	2020	9M 2021
Net cash flows from (used in) operating activities	(897.62)	(1,435.85)	(1,860.53)	(4,048.42)
Net cash flows from (used in) investing activities	(629.37)	(73.20)	(147.41)	212.77
Net cash flows from (used in) financing activities	1,706.36	1,134.54	2,658.25	4,332.38
Net increase (decrease) in cash and cash equivalents	179.37	(374.51)	650.31	497.7

Key Financial Ratio	Unit	2018	2019	2020	9M 2021
Net Profit Margin	%	27.0	27.0	32.8	35.3
Return on Equity (ROE)	%	20.9	19.7	23.0	18.5
Return on Assets (ROA)	%	8.9	7.4	9.0	7.3
Debt to Equity Ratio (D/E)	Times	1.41	1.68	1.25	1.15
Earning Per Shares (EPS)	Baht/Share	0.60	0.77	1.15	0.87

Source: Financial Statements of the Company



Subscription No.....

Enclosure 3

**Subscription Form for Newly Issued Ordinary Shares of
JMT Network Services Public Company Limited (the "Company")**

Ticker: JMT

offered to existing shareholders with the right ratio of 4.67435 existing shares to 1 new share

**Right offering of 240,963,856 newly issued shares, par value of Baht 0.50 per share, at the Offering price of Baht 41.50,
together with the Warrants to purchase ordinary shares of the Company No.4 (JMT-W4) without any charge**

Subscription Date 14 December 2021 15 December 2021 16 December 2021 17 December 2021 20 December 2021

Subscriber, please clearly fill in the spaces below

To the directors of JMT Network Services Public Company Limited and/or Asia Plus Securities Company Limited ("ASP"), 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 8 November 2021

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 8 November 2021, 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		41.50		
<input type="checkbox"/> Subscribe all entitled subscription right		41.50		
<input type="checkbox"/> Subscribe more than entitled subscription right		41.50		
Total				

I herewith submit my payment for subscription of the said shares by Transfer/Bahtnet Bank Branch

Automatic Transfer System (ATS) No. Deduction from my/our trading account No.

Transfer by deposit of cashier cheque or personal cheque or bank draft cheque No. Date Bank

Branch and submit complete supporting documents as specified

Made payable to "Asia Plus Securities Company Limited for Securities Subscription", Current Account No. 142-310057-5, Bangkok Bank Plc., Sathorn 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 8 November 2021 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 ASP 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 8 November 2021

If the subscriber has a security trading account and provides the details of its bank account to ASP, 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 JMT Network Services Public Company Limited (the "Company") (Subscriber, please fill out this portion)

Subscription Date 14 December 2021 15 December 2021 16 December 2021 17 December 2021 20 December 2021 Subscription No.

Asia Plus Securities Company Limited received payment from (The name as specified in the subscription form)

For a subscription of ordinary shares of the Company of Shares at **Baht 41.50 per share** totaling Baht made payable by:

Transfer/Bahtnet Bank Branch Automatic Transfer System (ATS) No. Deduction from my/our trading account No.
 Transfer by deposit of cashier cheque or personal cheque or bank draft cheque No. Date Bank Branch

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	บริษัทหลักทรัพย์ทีสโก้ จำกัด TISCO SECURITIES COMPANY LIMITED	032	บริษัทหลักทรัพย์ เคทีบี (ประเทศไทย) จำกัด KTB SECURITIES (THAILAND) COMPANY LIMITED
003	บริษัทหลักทรัพย์ คันทรี กรุ๊ป จำกัด (มหาชน) COUNTRY GROUP SECURITIES PUBLIC COMPANY LIMITED	034	บริษัทหลักทรัพย์ฟิลลิป (ประเทศไทย) จำกัด (มหาชน) PHILLIP SECURITIES (THAILAND) PUBLIC COMPANY LIMITED
004	บริษัทหลักทรัพย์ ดีบีเอส วิคเคอร์ส (ประเทศไทย) จำกัด DBS VICKERS SECURITIES (THAILAND) COMPANY LIMITED	038	บริษัทหลักทรัพย์ เออีซี จำกัด (มหาชน) AEC SECURITIES PUBLIC COMPANY LIMITED
005	บริษัทหลักทรัพย์ แลนด์ แอนด์ เฮ้าส์ จำกัด (มหาชน) LAND AND HOUSES SECURITIES PUBLIC COMPANY LIMITED	048	บริษัทหลักทรัพย์ ไอรา จำกัด (มหาชน) AIRA SECURITIES PUBLIC COMPANY LIMITED
006	บริษัทหลักทรัพย์ ภัทร จำกัด (มหาชน) PHATRA SECURITIES PUBLIC COMPANY LIMITED	050	บริษัทหลักทรัพย์ เอเชียแอส 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 จีเอ็มไอ-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 เมอร์ชานท์ พาร์ตเนอร์ส จำกัด (มหาชน) MERCHANT PARTNERS SECURITIES PCL.
015	บริษัทหลักทรัพย์ แอปเปิล เวลธ์ จำกัด APPLE WEALTH SECURITIES COMPANY LIMITED	224	บริษัทหลักทรัพย์บัวหลวง จำกัด (มหาชน) BUALUANG SECURITIES PUBLIC COMPANY LIMITED
016	บริษัทหลักทรัพย์ธนชาติ 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 GLOBEX SECURITIES COMPANY LIMITED
023	บริษัทหลักทรัพย์ไทยพาณิชย์ จำกัด SCB SECURITIES COMPANY LIMITED	244	บริษัทหลักทรัพย์ แมคควอรี (ประเทศไทย) จำกัด MACQUARIE SECURITIES (THAILAND) LIMITED
026	บริษัทหลักทรัพย์ยูโอบี เคย์เฮียน (ประเทศไทย) จำกัด (มหาชน) UOB KAYHIAN SECURITIES (THAILAND) PUBLIC COMPANY LIMITED	247	บริษัทหลักทรัพย์ เครดิต สวิส (ประเทศไทย) จำกัด CREDIT SUISSE SECURITIES (THAILAND) LIMITED
027	บริษัทหลักทรัพย์ อาร์เอชบี (ประเทศไทย) จำกัด (มหาชน) RHB SECURITIES (THAILAND) PUBLIC COMPANY LIMITED	248	บริษัทหลักทรัพย์ เคที ซีมิโก้ จำกัด KT ZMICO SECURITIES COMPANY LIMITED
029	บริษัทหลักทรัพย์กรุงศรี จำกัด (มหาชน) KRUNGSRI SECURITIES PUBLIC COMPANY LIMITED	924	บริษัทหลักทรัพย์ ฟินันเซีย ไซรัส จำกัด (มหาชน) FINANSIA SYRUS SECURITIES PUBLIC COMPANY LIMITED
030	บริษัทหลักทรัพย์ ไอ วี โกลบอล จำกัด (มหาชน) I V GLOBAL SECURITIES PUBLIC COMPANY LIMITED		
SUB-BROKER			
236	ธนาคาร ทีสโก้ จำกัด (มหาชน) TISCO BANK PUBLIC COMPANY LIMITED	243	บริษัทหลักทรัพย์ เพื่อธุรกิจหลักทรัพย์ จำกัด (มหาชน) TSFC SECURITIES PUBLIC COMPANY LIMITED
242	บริษัทหลักทรัพย์ ซิตี้คอร์ป (ประเทศไทย) จำกัด CITICORP SECURITIES (THAILAND) LIMITED	245	ธนาคารธนชาติ จำกัด (มหาชน) THANACHART BANK PUBLIC COMPANY LIMITED
257	บริษัทหลักทรัพย์ไทยพาณิชย์ จูเลียส แบร์ จำกัด SCB-JULIUS BAER SECURITIES CO.,LTD.		
CUSTODIAN			
301	ธนาคารซิตี้แบงก์ เอ็น.เอ.(CUSTODY SERVICES) CITIBANK, N.A.-CUSTODY SERVICES	329	ธนาคารทหารไทย จำกัด (มหาชน) TMB BANK PUBLIC COMPANY LIMITED
302	ธนาคารไทยพาณิชย์ จำกัด (มหาชน) THE SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED	330	ธนาคารฮ่องกงและเซี่ยงไฮ้แบงกิงคอร์ปอเรชั่น จำกัด (เพื่อตราสารหนี้) THE HONGKONG AND SHANGHAI BANKING CORP., LTD. BKK.-BOND
303	ธนาคารกรุงเทพ จำกัด (มหาชน) – ผู้รับฝากทรัพย์สิน BANGKOK BANK PUBLIC COMPANY LIMITED – CUSTODY	334	บริษัทหลักทรัพย์ เพื่อธุรกิจหลักทรัพย์ จำกัด (มหาชน) (คลังได้เจียน) TFSC SECURITIES PUBLIC COMPANY LIMITED-CUSTODIAN
304	ธนาคารฮ่องกงและเซี่ยงไฮ้ แบงกิง คอร์ปอเรชั่น จำกัด THE HONGKONG AND SHANGHAI BANKING CORP., LTD. BKK.	336	ธนาคารเกียตรินาดิน จำกัด (มหาชน) KIATNAKIN BANK PUBLIC COMPANY LIMITED
305	ธนาคารกรุงไทย จำกัด (มหาชน) THE KRUNG THAI BANK PUBLIC COMPANY LIMITED	337	ธนาคารทหารไทย จำกัด (มหาชน) TMB BANK PUBLIC COMPANY LIMITED
308	ธนาคารกสิกรไทย จำกัด (มหาชน) KASIKORN BANK PUBLIC COMPANY LIMITED	339	ธนาคาร ทีสโก้ จำกัด (มหาชน) (เพื่อรับฝากทรัพย์สิน) TISCO BANK PUBLIC COMPANY LIMITED (CUSTODIAN)
312	ธนาคารสแตนดาร์ดชาร์เตอร์ด (ไทย) จำกัด (มหาชน) STANDARD CHARTERED BANK (THAI) PUBLIC COMPANY LIMITED	340	ธนาคาร เจพีมอร์แกน เชส (เพื่อตราสารหนี้) JP MORGAN CHASE BANK (BOND TRADING)
316	ธนาคารไอซีบีซี (ไทย) จำกัด (มหาชน) INDUSTRIAL AND COMMERCIAL BANK OF CHINA (THAI) PLC.	343	ธนาคาร ซีไอเอ็มบี ไทย จำกัด (มหาชน) CIMB THAI BANK PUBLIC COMPANY LIMITED
320	ธนาคารดอยซ์แบงก์ เอจี สาขากรุงเทพ - เพื่อรับฝากทรัพย์สิน DEUTSCHE BANK AKTIENGESELLSCHAFT BANGKOK BRANCH-CUSTODY SERVICES	345	ธนาคารธนชาติ จำกัด (มหาชน) THANACHART BANK PUBLIC COMPANY LIMITED
328	ธนาคารกรุงศรีอยุธยา จำกัด (มหาชน) BANK OF AYUDHYA PUBLIC COMPANY LIMITED	425	ธนาคารกรุงไทย จำกัด (มหาชน) (เพื่อลูกค้า) KRUNG THAI BANK PUBLIC COMPANY LIMITED (FOR CUSTOMER)





แบบสอบถามเพื่อหาข้อบ่งชี้การเป็นบุคคลสหรัฐฯ (บุคคลและนิติบุคคล)
เฉพาะผู้ประสงค์นำหลักทรัพย์ฝากเข้าบัญชีผู้ออกหลักทรัพย์ (Issuer Account)

วันที่.....

ข้าพเจ้า

บัตรประจำตัวประชาชนหนังสือเดินทาง/ทะเบียนนิติบุคคล เลขที่

สำหรับบุคคลธรรมดา

1. เกิดในสหรัฐอเมริกา ใช่* ไม่ใช่
2. เป็นพลเมืองอเมริกันหรือมีสัญชาติที่ 2 เป็นอเมริกัน ใช่* ไม่ใช่
3. มีถิ่นที่อยู่ถาวรในประเทศสหรัฐอเมริกา ใช่* ไม่ใช่

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

สำหรับนิติบุคคล

1. เป็นนิติบุคคลที่จดทะเบียนในประเทศสหรัฐอเมริกา ใช่* ไม่ใช่
2. เป็นสถาบันการเงิน ภายใต้ข้อกำหนดของ FATCA ใช่* ไม่ใช่
หากใช่โปรดกรอกหมายเลข GIIN □□□□□□.□□□□□□.□□.□□□□ และระบุประเภท PFFI, RDCFFI
3. เป็นนิติบุคคลที่มีรายได้จากการลงทุนรายได้ทางอ้อมตั้งแต่ร้อยละ 50 ขึ้นไปของรายได้รวม ใช่* ไม่ใช่
หรือมีทรัพย์สินที่ก่อให้เกิดรายได้ดังกล่าวตั้งแต่ร้อยละ 50 ขึ้นไปของสินทรัพย์รวม ในรอบบัญชีปีล่าสุด

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

ข้าพเจ้าขอรับรองว่าข้อความตามที่ระบุไว้ข้างต้นเป็นความจริง หากการฝากหลักทรัพย์เข้าบัญชีบริษัทผู้ออกหลักทรัพย์ก่อให้เกิดความเสียหายใด ๆ ขึ้นแก่ศูนย์รับฝากหลักทรัพย์ไม่ว่าด้วยประการใด ๆ ข้าพเจ้ายอมรับผิดชอบและชดเชยค่าเสียหายให้แก่ศูนย์รับฝากหลักทรัพย์จนครบถ้วน นอกจากนี้ ข้าพเจ้ารับทราบว่าศูนย์รับฝากหลักทรัพย์อาจเปิดเผยข้อมูลที่ปรากฏในเอกสารนี้ให้แก่กรมสรรพากรหรือหน่วยงานอื่นที่มีอำนาจตามกฎหมายหรือมีข้อตกลงกับศูนย์รับฝากหลักทรัพย์ในการขอเรียกดูข้อมูลดังกล่าวได้

ลงชื่อ ผู้ถือหลักทรัพย์
(.....) โทรศัพท์



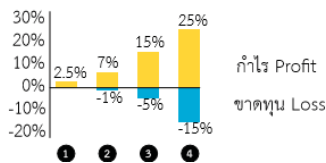


Suitability Assessment for Ordinary Person

Name and Surname.....A/C / CIF.....

Questions 1-10 are used to assess investment suitability

- Your current age
 - 60 or more
 - 45-59
 - 35-44
 - Less than 35
- Your current financial burdens and regular expenses, such as, mortgage payments, car payments, personal expenses, and family alimony
 - More than 75% of all income
 - Between 50 - 75% of all income
 - 25% to less than 50% of all income
 - Less than 25% of all income
- Your current financial status
 - More assets than debt
 - Assets equal to debt
 - Assets more than debt
 - Confident that you will have enough savings or investment for retirement
- Have you had experience or knowledge in investing in any of the following groups of assets? (Can have more than 1)
 - Bank deposit
 - Government bonds or government bond mutual funds
 - Debentures or Fixed Income funds
 - Common stock or stock mutual fund or other high-risk assets
- Amount of time you will not need to use this investment
 - Not more than 1 year
 - 1 year but less than 3 years
 - 3 years until 5 years
 - More than 5 years
- Your main objective in investing is
 - Emphasis on maintaining the principle and receiving a consistent low return.
 - Emphasis on having opportunities to earn consistent returns, but risk losing some principle.
 - Emphasis on having opportunities to earn higher returns, but may risk losing more principle.
 - Emphasis on the highest return in the long term, but risk losing most of the principle.
- Take a look at the figure below for an example of a potential return on an investment group. Which investment group are you most willing to invest in?



- Investment group 1 has a chance to earn a 2.5% return without any loss.
- Investment group 2 has the potential for a maximum return of 7%, but a loss of up to 1%.
- Investment group 3 has the potential for a maximum return of 15%, but a loss of up to 5%.
- Investment group 4 has the potential for a maximum return of 25%, but a loss of up to 15%.

- If you choose to invest in assets that has high potential for returns but also high potential for losses, how would you feel?
 - Worry and panic, scared of losses
 - Uncomfortable but understands
 - Understands and generally accepts volatility
 - Is not worried about the potential for high losses and hope for higher returns.
- How worried/unacceptable will you feel when the value of your investment has declined in such proportion?
 - 5% or lower
 - More than 5% less than 10%
 - More than 10% less than 20%
 - More than 20%
- If last year you invested 100,000 baht, this year you found that the investment value has dropped to 85,000 baht, what would you do?
 - Shocked and would want to sell the remaining.
 - Worry and will shift some investments to less risky assets.
 - Able to endure and wait for returns to adjust.
 - Still confident, understands that the investment has to be long term and will increase the investment to average costs.

Questions 11-12 are used as additional information to supplement advice (Not counted towards the score)

Applies only to investments in futures (derivatives) and bonds with embedded derivatives only.

- If investing in futures (derivatives) and bonds with embedded derivatives is successful, you will receive a very high rate of return. But if the investment fails, you may lose all of your investment and may need to add some additional compensation. How much do you agree with this?
 - No
 - Yes Only for international investments
- Other than investment risks, how much foreign exchange rate risk can you afford?
 - No
 - Yes

Signed.....Customer	Dated.....
Signed.....Investment Consultant	Dated.....
Signed.....Operation Officer	Dated.....



Part 1 Scoring Criteria

Answered a. = 1 point Answered b. = 2 points Answered c. = 3 points Answered d. = 4 points
 For question 4, if answered more than one, choose the one with the most points.

Part 2 Results of Suitability Assessment

Total Score

Score	Risk Levels	Investor Type
Lower than 15	1	Low Risk
15-21	2	Medium-low Risk
22-29	3	Medium-high Risk
30-36	4	High Risk
More than 37	5	Very High Risk

Part 3 Example of Investment Allocation Advice (* including commodities, futures contract)

Investor Type	Investment proportions				
	Deposits and short-term bonds	Government Bonds longer than 1 year	Private Bonds	Equity	Alternative Investment*
Low Risk	>60%		<20%	<10%	<5%
Medium-low Risk	<20%	<70%		<20%	<10%
Medium-high Risk	<10%	<60%		<30%	<10%
High Risk	<10%	<40%		<40%	<20%
Very High Risk	<5%	<30%		>60%	<30%

Advice on the Risk Levels of Debentures

Risk Profile	Risk Levels	Types of Investable Bonds		
Low Risk	1	Plain debentures	Gov /SOE-G Long-term rating	Gov /SOE-G AAA (≤ 1Y)
Medium-low Risk	2	Plain debentures	Long-term rating	AAA (> 1Y), AA (≤ 5 Y), A (≤ 1 Y)
			Short-term rating	T1+, T1 / F1+, F1
	3	Plain debentures	Long-term rating	AA (>5 Y), A (>1 Y)
			4	Plain debentures
Short-term rating	T2, T3 / F2, F3+			
Medium-high Risk	5	Plain debentures	Long-term rating	BBB (>1Y)
		Structure note		AAA (Principle protected < 100%)
				AA (Principle protected 100%)
High Risk	6	Plain debentures	Long-term rating	BB (≤ 1Y)
			Short-term rating	T4, B
		Structure note		AA (Principle protected < 100%)
				A (Principle protected 100%)
	7	Plain debentures	Long-term rating	BB (> 1Y – 5Y)
			Structure note	
		Perpetual bond, Basel III, Insurance capital bond : Investment		
Very High Risk	8	Plain debentures	Long-term rating	BB (> 5Y), B (all time frames), CCC/CC/C (all time frames)
			Short-term rating	C, Unrated (all time frames)
		Structure note		BBB (Principle protected < 100%)
				Non-investment grade & Unrated
	Perpetual bond, Basel III, Insurance capital bond : Non - investment			

* Note Short – Term Rating - T1+ T1 , T2, T,3, T4 means TRIS Rating and F1+ , F1, F2, F3+, B, C means Fitch Thailand Rating



Advice on the Risk Levels of different types of Fund investments

Risk Profile	Risk Levels	Types of Instruments	Main Type of Investment
Low Risk	1	Domestic Money Market Fund	Has a policy to invest only in Thailand by investing or having deposits, bonds, securities, other securities, or other interests prescribed by the office which is due for repayment on demand or will be due for repayment or the contract period does not exceed 1 year from the date of investment or entering into the contract and has a Portfolio duration not exceeding 3 months.
Medium-low Risk	2	Money Market Fund	Has a policy to invest internationally, some, but not more than 50% of the NAV by investing or having deposits, bonds, securities, other securities, or other interests prescribed by the office which is due for repayment on demand or will be due for repayment or the contract period does not exceed 1 year from the date of investment or entering into the contract and has a Portfolio duration not exceeding 3 months.
	3	Government Bond Fund	Has a policy focusing on investing in government bonds averaging over a fiscal year of not less than 80% of NAV
	4	Fixed Income Fund	Has a policy to invest in general debt instruments
Medium-high Risk	5	Mixed Fund	Has a policy to invest in equity and debt instruments
High Risk	6	Equity Fund	Has a policy to invest mainly in equity averaging over a fiscal year of not less than 65% of NAV
	7	Industrial Fund	Has a policy to invest in specific equity of such industries averaging over a fiscal year of not less than 80% of NAV
Very High Risk	8	Alternative Investment Funds	Has a policy to invest in assets which are an alternative to investments or has a complicated structure, such as, commodity/gold fund/ oil fund/ derivatives, which is not used for hedging, including instruments with hidden characteristics of futures contracts that does not protect the principal.

- Note**
1. In the case of foreign investment funds that do not fully hedge against foreign exchange risk, the seller must warn investors of FX risks in all circumstances, regardless of the investor's level of risk.
 2. When selling very high risk funds, the seller must advise investors on the nature of the fund and its risks in detail in all cases.

In the case of real estate funds, the risk level takes into account the following factors:

1. Real estate funds risk levels will range from level 4 to level 8.
2. Type of freehold leasehold infrastructure funds, such as leaseholds fund will be riskier than freehold funds in regards to the value of the assets that decreases with the remaining leasehold duration or infrastructure mutual funds that have more complex assets and conditions than real estate funds and therefore may have higher risks.
3. Assets which can be exploited or unable to provide benefits (under construction), which, if still unable to provide benefits, will have a higher risk. This may occur in case of project delay or cost overrun.
4. Classification of investments units (infrastructure fund) such as equity tranche has a higher risk than debt-liked tranche which has the same order of rights as the creditor.
5. Track record of the real estate invested, in the case of real estate that has been exploited for a period of time, there will be customers to support it. This makes it easier to assess the potential benefits and denotes a lower risk of acquiring customers than real estate that does not have a track record.
6. Having a main tenant, such as, in case of a direct lease fund having multiple tenants, despite the potential for more rent, there is a greater risk of renewing a lease or acquiring new customers than renting it out to a single tenant, the original owner who leases the property back from the fund and sublets it.
7. Characteristics of benefits, such as, fixed / variable rental (portion that the fund will receive) which will directly affect the fund's income.
8. Term of the lease and its renewal, such as, if the fund has a long-term lease and the lease is registered, there will be a lower risk of finding tenants than in the case of having a short-term lease (not more than 3 years).
9. Guarantee Income and the ability of the guarantor to comply with the guarantee contract, such as, providing a letter of guarantee issued by a commercial bank with a guarantee period and a credit line covering the guarantee period (for example, a guarantee period of 3 years, a bank letter term of 3 years, the amount equal to the sum of guaranteed income over 3 years) is less risky than a yearly letter of guarantee.



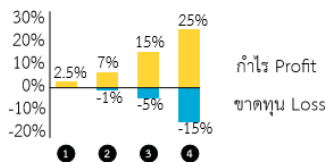


Suitability Assessment for Juristic Person

Juristic Person Name.....A/C / CIF.....

Questions 1-10 are used to assess investment suitability

1. Experience investing in corporate securities (i.e. treasury bills, bonds, bills of exchange, stocks, debentures, bonds with embedded derivatives, unit trusts)
 - a. Less than 1 year
 - b. 1-5 years
 - c. 6-10 years
 - d. More than 10 years
2. Your current financial burdens and regular expenses compare against income from business operation
 - a. More than 75% of all income
 - b. Between 50 – 75% of all income
 - c. 25% to less than 50% of all income
 - d. Less than 25% of all income
3. Your current financial status
 - a. More assets than debt
 - b. Assets equal to debt
 - c. Assets more than debt
 - d. Very few debt compare to assets or no debt at all
4. Have you had experience or knowledge in investing in any of the following groups of assets? (Can have more than 1)
 - a. Bank deposit
 - b. Government bonds or government bond mutual funds
 - c. Debentures or Fixed Income funds
 - d. Common stock or stock mutual fund or other high-risk assets
5. Amount of time you will not need to use this investment
 - a. Not more than 1 year
 - b. 1 year but less than 3 years
 - c. 3 years until 5 years
 - d. More than 5 years
6. Your main objective in investing is
 - a. Emphasis on maintaining the principle and receiving a consistent low return.
 - b. Emphasis on having opportunities to earn consistent returns, but risk losing some principle.
 - c. Emphasis on having opportunities to earn higher returns, but may risk losing more principle.
 - d. Emphasis on the highest return in the long term, but risk losing most of the principle.
7. Take a look at the figure below for an example of a potential return on an investment group. Which investment group are you most willing to invest in?



- a. Investment group 1 has a chance to earn a 2.5% return without any loss.
- b. Investment group 2 has the potential for a maximum return of 7%, but a loss of up to 1%.
- c. Investment group 3 has the potential for a maximum return of 15%, but a loss of up to 5%.
- d. Investment group 4 has the potential for a maximum return of 25%, but a loss of up to 15%.

8. If you choose to invest in assets that has high potential for returns but also high potential for losses, how would you feel?
 - a. Worry and panic, scared of losses
 - b. Uncomfortable but understands
 - c. Understands and generally accepts volatility
 - d. Is not worried about the potential for high losses and hope for higher returns.
9. How worried/unacceptable will you feel when the value of your investment has declined in such proportion?
 - a. 5% or lower
 - b. More than 5% less than 10%
 - c. More than 10% less than 20%
 - d. More than 20%
10. If last year you invested 100,000 baht, this year you found that the investment value has dropped to 85,000 baht, what would you do?
 - a. Shocked and would want to sell the remaining.
 - b. Worry and will shift some investments to less risky assets.
 - c. Able to endure and wait for returns to adjust.
 - d. Still confident, understands that the investment has to be long term and will increase the investment to average costs.

Questions 11-12 are used as additional information to supplement advice (Not counted towards the score)

Applies only to investments in futures (derivatives) and bonds with embedded derivatives only.

11. If investing in futures (derivatives) and bonds with embedded derivatives is successful, you will receive a very high rate of return. But if the investment fails, you may lose all of your investment and may need to add some additional compensation. How much do you agree with this?
 - a. No
 - b. Yes Only for international investments
12. Other than investment risks, how much foreign exchange rate risk can you afford?
 - a. No
 - b. Yes

Signed.....Customer	Dated.....
Signed.....Investment Consultant	Dated.....
Signed.....Operation Officer	Dated.....



Part 1 Scoring Criteria

Answered a. = 1 point Answered b. = 2 points Answered c. = 3 points Answered d. = 4 points

For question 4, if answered more than one, choose the one with the most points.

Part 2 Results of Suitability Assessment

Total Score

Score	Risk Levels	Investor Type
Lower than 15	1	Low Risk
15-21	2	Medium-low Risk
22-29	3	Medium-high Risk
30-36	4	High Risk
More than 37	5	Very High Risk

Part 3 Example of Investment Allocation Advice (* including commodities, futures contract)

Investor Type	Investment proportions				
	Deposits and short-term bonds	Government Bonds longer than 1 year	Private Bonds	Equity	Alternative Investment*
Low Risk	>60%		<20%	<10%	<5%
Medium-low Risk	<20%	<70%		<20%	<10%
Medium-high Risk	<10%	<60%		<30%	<10%
High Risk	<10%	<40%		<40%	<20%
Very High Risk	<5%	<30%		>60%	<30%

Advice on the Risk Levels of Debentures

Risk Profile	Risk Levels	Types of Investable Bonds			
Low Risk	1	Plain debentures	Gov /SOE-G Long-term rating	Gov /SOE-G AAA (≤ 1Y)	
Medium-low Risk	2	Plain debentures	Long-term rating	AAA (> 1Y), AA (≤ 5 Y), A (≤ 1 Y)	
			Short-term rating	T1+, T1 / F1+, F1	
	3	Plain debentures	Long-term rating	AA (>5 Y), A (>1 Y)	
			4	Plain debentures	Long-term rating
Short-term rating	T2, T3 / F2, F3+				
Medium-high Risk	5	Plain debentures	Long-term rating	AAA (Principle protected 100%)	
		Structure note		AAA (Principle protected < 100%)	
				AA (Principle protected 100%)	
High Risk	6	Plain debentures	Long-term rating	BB (≤ 1Y)	
			Short-term rating	T4, B	
		Structure note		AA (Principle protected < 100%)	
				A (Principle protected 100%)	
	7	Plain debentures	Long-term rating	BB (> 1Y – 5Y)	
			Structure note		A (Principle protected < 100%)
					BBB (Principle protected 100%)
Perpetual bond, Basel III, Insurance capital bond : Investment					
Very High Risk	8	Plain debentures	Long-term rating	BB (> 5Y), B (all time frames), CCC/CC/C (all time frames)	
			Short-term rating	C, Unrated (all time frames)	
		Structure note		BBB (Principle protected < 100%)	
				Non-investment grade & Unrated	
	Perpetual bond, Basel III, Insurance capital bond : Non - investment				

* Note Short – Term Rating - T1+ T1 , T2, T,3, T4 means TRIS Rating and F1+ , F1, F2, F3+, B, C means Fitch Thailand Rating



Advice on the Risk Levels of different types of Fund investments

Risk Profile	Risk Levels	Types of Instruments	Main Type of Investment
Low Risk	1	Domestic Money Market Fund	Has a policy to invest only in Thailand by investing or having deposits, bonds, securities, other securities, or other interests prescribed by the office which is due for repayment on demand or will be due for repayment or the contract period does not exceed 1 year from the date of investment or entering into the contract and has a Portfolio duration not exceeding 3 months.
Medium-low Risk	2	Money Market Fund	Has a policy to invest internationally, some, but not more than 50% of the NAV by investing or having deposits, bonds, securities, other securities, or other interests prescribed by the office which is due for repayment on demand or will be due for repayment or the contract period does not exceed 1 year from the date of investment or entering into the contract and has a Portfolio duration not exceeding 3 months.
	3	Government Bond Fund	Has a policy focusing on investing in government bonds averaging over a fiscal year of not less than 80% of NAV
	4	Fixed Income Fund	Has a policy to invest in general debt instruments
Medium-high Risk	5	Mixed Fund	Has a policy to invest in equity and debt instruments
High Risk	6	Equity Fund	Has a policy to invest mainly in equity averaging over a fiscal year of not less than 65% of NAV
	7	Industrial Fund	Has a policy to invest in specific equity of such industries averaging over a fiscal year of not less than 80% of NAV
Very High Risk	8	Alternative Investment Funds	Has a policy to invest in assets which are an alternative to investments or has a complicated structure, such as, commodity/gold fund/ oil fund/ derivatives, which is not used for hedging, including instruments with hidden characteristics of futures contracts that does not protect the principal.

- Note**
1. In the case of foreign investment funds that do not fully hedge against foreign exchange risk, the seller must warn investors of FX risks in all circumstances, regardless of the investor's level of risk.
 2. When selling very high risk funds, the seller must advise investors on the nature of the fund and its risks in detail in all cases.

In the case of real estate funds, the risk level takes into account the following factors:

1. Real estate funds risk levels will range from level 4 to level 8.
2. Type of freehold leasehold infrastructure funds, such as leaseholds fund will be riskier than freehold funds in regards to the value of the assets that decreases with the remaining leasehold duration or infrastructure mutual funds that have more complex assets and conditions than real estate funds and therefore may have higher risks.
3. Assets which can be exploited or unable to provide benefits (under construction), which, if still unable to provide benefits, will have a higher risk. This may occur in case of project delay or cost overrun.
4. Classification of investments units (infrastructure fund) such as equity tranche has a higher risk than debt-liked tranche which has the same order of rights as the creditor.
5. Track record of the real estate invested, in the case of real estate that has been exploited for a period of time, there will be customers to support it. This makes it easier to assess the potential benefits and denotes a lower risk of acquiring customers than real estate that does not have a track record.
6. Having a main tenant, such as, in case of a direct lease fund having multiple tenants, despite the potential for more rent, there is a greater risk of renewing a lease or acquiring new customers than renting it out to a single tenant, the original owner who leases the property back from the fund and sublets it.
7. Characteristics of benefits, such as, fixed / variable rental (portion that the fund will receive) which will directly affect the fund's income.
8. Term of the lease and its renewal, such as, if the fund has a long-term lease and the lease is registered, there will be a lower risk of finding tenants than in the case of having a short-term lease (not more than 3 years).
9. Guarantee Income and the ability of the guarantor to comply with the guarantee contract, such as, providing a letter of guarantee issued by a commercial bank with a guarantee period and a credit line covering the guarantee period (for example, a guarantee period of 3 years, a bank letter term of 3 years, the amount equal to the sum of guaranteed income over 3 years) is less risky than a yearly letter of guarantee.





Customer Information for Capital Market Product Investment (Ordinary Person)

Date --/ --/ -- (B.E.)

1. Investor Information – For Opening Account

Title Mr. Mrs. Miss Other

Name - Surname : Thai
: English

Nationality (specify all nationalities)

Date of Birth --/ -- (B.E.)

Place of Birth City..... Country.....

Evidence Type

- Identification Card No. ----- Expiration Date --/ -- (B.E.) Lifelong
- Passport No. ----- Issuing Country Expiration Date --/ -- (B.E.)
- Alien Registration Card No. ----- Expiration Date --/ -- (B.E.)

Marital Status Single Married Divorced Widowed

Name - Spouse's Surname : Thai
: English
: Identification Card No. ----- or Passport No. -----

Identification Card Address

Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country

Current Contactable Address

Same as Identification Card Other (Please specify below)

- 1) Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country
- 2) Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country

Employment Type

- Currently Employed
 - Business Owner/Personal Business Corporate Employee
 - Civil Servant/State Enterprise Employee
- Not Employed
 - Buddhist Monk/Priest Student Retired Housewife/Steward



Occupation

- Engineer
- Architect
- Pharmacist
- Teacher/Professor
- Investor
- Judge/Prosecutor
- Doctor
- Police/Soldier
- Farmer
- Other (specify).....
- Lawyer
- Nurse
- Politician Position.....
- Salesman

Business Type

- Informal Loan Business
- Property Development/Construction
- Services/Hospital/Restaurant
- Transportation/Communication/Utilities
- University/School/Education Center
- Publication/Paper
- Securities/Banking/Insurance
- Entertainment/Hotels
- Department Stores/Supermarkets/Retail
- Cooperatives/Foundations/Associations/Clubs/Temple/Masjid/Shrine
- Other (specify).....
- Electrical Equipment
- Law Firm
- Food/Drinks Manufacturer
- Electronics
- Pharmaceuticals/Chemicals
- Vehicles/Parts
- Plastics/Petrochemicals
- Textiles/Leather
- Arms Manufacturer/Arms Dealer/Armaments
- Transferring and receiving money services
Not a Financial Institution
- Jewelry/Gold/Gem Trading
- Internationally accepting and sending
human resources
- Foreign Exchange
- Casino/Gambling
- Antiques/Antiques Trading
- Tour Operators/Tour Company
- Service Business

Workplace Address

Workplace Name Address No. Moo No.
 Building/Mooban Floor Soi Road
 Subdistrict/Tambon District/AmphurProvince
 Postal Code Country

Investment Objective

- Short-term Investment
- Retirement Investment
- Liquidity Management
- Other (specify)
- Long-term Investment
- Savings Investment
- Profits
- Tax Benefits
- Inheritance Investment
- For Children’s Education

Investment Experience (specify)Year(s).....Month(s)

My Family Member is a Politician No Yes Position.....

I am close to a Politician No Yes Position.....

2. Financial Information

Source of Income's/Investment Money’s Country

- Thailand
- Other (specify)

Source of Income (Can be more than 1)

- Salary/Bonus
- Business Operations
- Other (specify)
- Inheritance
- Savings
- Investment
- Retirement Fund

Monthly Salary (Baht)



3. Ultimate Beneficiary

I am the account owner and the true beneficiary of trading in this account Yes Others (specify below)

Relationship Spouse Child or Adopted Child Mother or Father Cousin (specify).....
 Other (specify).....

Name - Surname : Date of Birth -- (B.E.)

Evidence Type

Identification Card No. --- Expiration Date -- (B.E.) Lifelong
 Passport No. Issuing CountryExpiration Date -- (B.E.)
 Alien Registration Card No. -- Expiration Date -- (B.E.)

Address Based on Evidence

Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country

4. Contact Information

Address for Document Delivery

Same as Identification Card Same as current address Same as workplace address Other (specify below)
Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country

Contact Information (specify)

Mobile (Company will use 1 to verify identity) 1) 2).....
Email (specify only 1 address)

5. Power of Attorney

Authorize another person to conduct Capital Market Transactions on my behalf No Yes (specify)

1) Title Mr. Mrs. Miss Other

Name - Surname : Thai

Identification Card No. ---

Expiration Date -- (B.E.) Lifelong

Passport No. Issuing CountryExpiration Date -- (B.E.)

Nationality.....Relationship.....

Address(Current) Building.....

Address No. Moo No. Building/Mooban Floor Soi

Road Subdistrict/Tambon District/Amphur Province

Postal Code CountryTelephone.....Mobile.....

Email.....



2) Title Mr. Mrs. Miss Other

Name - Surname : Thai

Identification Card No. ----

Expiration Date -- (B.E.) Lifelong

Passport No. Issuing CountryExpiration Date -- (B.E.)

Nationality.....Relationship.....

Address(Current) Building.....

Address No. Moo No. Building/Mooban Floor Soi

Road Subdistrict/Tambon District/Amphur Province

Postal Code CountryTelephone.....Mobile.....

Email.....

I hereby certify and confirm that the information provided above is true, complete and current.

Sign.....Client

(.....)

Sign.....Investment consultant

(.....)



Customer Information for Capital Market Product Investment (Juristic Person)

Date -- (B.E.)

1. Investor Information – For Opening Account

Juristic Person Name : Thai
 : English

Juristic Person Registration No.

Tax Registration No.

Registered Country

- Thai Other Country (specify)

Juristic Person Type

Normal Juristic Person (Thailand)

- Exempt from Tax
 Not exempted from Tax

Foreign Juristic Person

- Operating in Thailand
 Not operating in Thailand

Other Types

- Partnership (Thailand)
 Government Agency/State Enterprise
 Cooperative/Foundation/Association/Club/Temple/Masjid/Shrine
 Other (specify)

Business Type

- | | | |
|---|---|---|
| <input type="checkbox"/> Informal Loan Business | <input type="checkbox"/> Electrical Equipment | <input type="checkbox"/> Arms Manufacturer/Arms Dealer/Armaments |
| <input type="checkbox"/> Property Development/Construction | <input type="checkbox"/> Law Firm | <input type="checkbox"/> Transferring and receiving money services
Not a Financial Institution |
| <input type="checkbox"/> Services/Hospital/Restaurant | <input type="checkbox"/> Food/Drinks Manufacturer | <input type="checkbox"/> Jewelry/Gold/Gem Trading |
| <input type="checkbox"/> Transportation/Communication/Utilities | <input type="checkbox"/> Electronics | <input type="checkbox"/> Internationally accepting and sending
human resources |
| <input type="checkbox"/> University/School/Education Center | <input type="checkbox"/> Pharmaceuticals/Chemicals | <input type="checkbox"/> Foreign Exchange |
| <input type="checkbox"/> Publication/Paper | <input type="checkbox"/> Vehicles/Parts | <input type="checkbox"/> Casino/Gambling |
| <input type="checkbox"/> Securities/Banking/Insurance | <input type="checkbox"/> Plastics/Petrochemicals | <input type="checkbox"/> Antiques/Antiques Trading |
| <input type="checkbox"/> Entertainment/Hotels | <input type="checkbox"/> Textiles/Leather | <input type="checkbox"/> Tour Operators/Tour Company |
| <input type="checkbox"/> Department Stores/Supermarkets/Retail | <input type="checkbox"/> Cooperatives/Foundations/Associations/Clubs/Temple/Masjid/Shrine | <input type="checkbox"/> Service Business |
| <input type="checkbox"/> Other (specify)..... | | |

Juristic Person Registered Address

Address No. Moo No. Building/Mooban Floor Soi
 Road Subdistrict/Tambon District/Amphur Province
 Postal Code Country



2. Financial Information

Annual Income (based on latest financial statements) baht

Source of Income's/Investment Money's Country

Thailand Other (specify)

Source of Income (Can be more than 1)

Business Operations Shares Donation
 Loan Proceeds from asset sale Other (specify)

Information on shareholders' equity and investments in securities shown to categorize investor

	Retail Investor	High Net Worth Investor	Special High Net Worth Investor
Having shareholders' equity Must attach the latest year's financial statements audited by the auditor	<input type="checkbox"/> less than 100 million baht	<input type="checkbox"/> more than or equal to 100 million baht but less than 200 million baht	<input type="checkbox"/> more than or equal to 200 million baht
having investments in securities or derivatives Must attach the latest year's financial statements audited by the auditor	<input type="checkbox"/> less than 20 million baht	<input type="checkbox"/> more than or equal to 20 million baht but less than 40 million baht	<input type="checkbox"/> more than or equal to 40 million baht
Investments in securities or derivatives, including deposits Must attach the latest year's financial statements audited by the auditor	<input type="checkbox"/> less than 40 million baht	<input type="checkbox"/> more than or equal to 40 million baht but less than 80 million baht	<input type="checkbox"/> more than or equal to 80 million baht

Investment Objective

Liquidity Management Investment Manage money, waiting to invest Profits
 Other (specify)

Authorized signatory according to the registration document / power of attorney / meeting minutes

.....

Conditions for signatory

.....

3. List of shareholders holding more than 25% or more

In case of an Ordinary Person that is a shareholder of the account owner (Juristic Person) (First Step) :

	Shareholder Name – Surname	Nationality	Identification Card/Passport No.	Expiration Date	Holding(%)
1					
2					
3					
4					



In case of a Juristic Person that is a shareholder of the account owner (Juristic Person) (**First Layer**) :

1. Juristic Person Name
 Juristic Person Registration No..... Registered Country

1					
2					
3					
4					

In case of a Juristic Person that is a shareholder of the First Layer Juristic Person holding more than 25% (**Second Layer**)

2. Juristic Person Name.....
 Juristic Person Registration No..... Registered Country.....

	Name – Surname or Juristic Person name holding shares in the account owner	Nationality	Identification Card No./Passport No./Tax Registration No./Juristic Person Registration No.	Expiration Date	Holding(%)
1					
2					
3					
4					

In case of a Juristic Person that is a shareholder of the Second Layer Juristic Person holding more than 25% (**Third Layer**)

3. Juristic Person Name.....
 Juristic Person Registration No..... Registered Country.....

	Name – Surname or Juristic Person name holding shares in the account owner	Nationality	Identification Card No./Passport No./Tax Registration No./Juristic Person Registration No.	Expiration Date	Holding(%)
1					
2					
3					
4					

4. Ultimate Beneficiary

1) Title Mr. Mrs. Miss Other

Name – Surname : Thai

: English

Nationality (specify all nationalities)/...../.....

Date of Birth -- (B.E.)

Evidence Type

- Identification Card No. ----- Expiration Date -- (B.E.) Lifelong
- Passport No. Issuing Country Expiration Date -- (B.E.)
- Alien Registration Card No. ---- Expiration Date -- (B.E.)



Identification Card Address

Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country

Current Address

Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country
MobileTelephoneEmail.....
Occupation

Relevance to the ultimate beneficiary

- Authorized Director
- Is a Shareholder of more than 20% (First Layer, Second Layer, or Third Layer)
- Other (specify)

I have a status in politics No Yes Position

My family members are politicians No Yes Position

I am close to a politician No Yes Position

2) Title Mr. Mrs. Miss Other

Name – Surname : Thai
: English

Nationality (specify all nationalities)/...../.....

Date of Birth -- (B.E.)

Evidence Type

- Identification Card No. ---- Expiration Date -- (B.E.) Lifelong
- Passport No. Issuing CountryExpiration Date -- (B.E.)
- Alien Registration Card No. --- Expiration Date -- (B.E.)

Identification Card Address

Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country

Current Address

Address No. Moo No. Building/Mooban Floor Soi
Road Subdistrict/Tambon District/Amphur Province
Postal Code Country
MobileTelephoneEmail.....
Occupation

Relevance to the ultimate beneficiary

- Authorized Director
- Is a Shareholder of more than 20% (First Step, Second Step, or Third Step)
- Other (specify)



I have a status in politics No Yes Position

My family members are politicians No Yes Position

I am close to a politician No Yes Position

5. Contact Information

Address for Document Delivery

Same as Juristic Person registered documents Other addresses (specify below)

Address No. Moo No. Building/Mooban Floor Soi

Road Subdistrict/Tambon District/Amphur Province

Postal Code Country

Email

Mobile Telephone Fax

6. Attorney's Information (Power of Attorney)

authorize another person to conduct Capital Market Transactions on my behalf No Yes (specify)

1) Title Mr. Mrs. Miss Other

Name - Surname : Thai

Identification Card No. □-□□□□-□□□□□□-□□-□

Expiration Date □□-□□-□□□□ (B.E.) Lifelong

Passport No. □□□□□□□□□□□□ Issuing Country Expiration Date □□-□□-□□□□ (B.E.)

Nationality..... Relationship.....

Address(Current) Building.....

Address No. Moo No. Building/Mooban Floor Soi

Road Subdistrict/Tambon District/Amphur Province

Postal Code Country Telephone..... Mobile.....

Email.....

2) Title Mr. Mrs. Miss Other

Name - Surname : Thai

Identification Card No. □-□□□□-□□□□□□-□□-□

Expiration Date □□-□□-□□□□ (B.E.) Lifelong

Passport No. □□□□□□□□□□□□ Issuing Country Expiration Date □□-□□-□□□□ (B.E.)

Nationality..... Relationship.....

Address(Current) Building.....

Address No. Moo No. Building/Mooban Floor Soi

Road Subdistrict/Tambon District/Amphur Province

Postal Code Country Telephone..... Mobile.....

Email.....

I hereby certify and confirm that the information provided above is true, complete and current.

Sig.....Authorized of the juristic person
(.....)

Sig.....Investment consultant
(.....)





แบบแจ้งสถานะความเป็นบุคคลอเมริกัน/ไม่เป็นบุคคลอเมริกัน
Form for Declaration of Status as a U.S. Person or Non-U.S. Person

สำหรับลูกค้าประเภทบุคคลธรรมดา

For Individual Customer

หนังสือฉบับนี้มอบให้แก่ บริษัทหลักทรัพย์ เอเชีย พลัส จำกัด และบริษัทแม่ บริษัทในเครือ รวมถึงกลุ่มธุรกิจการเงินของบุคคลข้างต้น (ไม่ว่าแต่ละรายหรือรวมกันในหนังสือฉบับนี้รวมเรียกว่า "ผู้รับ") เพื่อประโยชน์ของผู้รับ และบุคคลที่สามตามที่กล่าวถึงใน ส่วนที่ 4 ของหนังสือฉบับนี้ โดยให้ถือว่าบุคคลดังกล่าวทั้งหมดเป็นผู้รับหนังสือฉบับนี้เช่นกัน

This form is provided to Asia Plus Securities Company Limited and its parent company and affiliated companies including their financial business group (individually or collectively shall be hereinafter referred as the "Receiver") for the benefit of the Receiver and the third parties referred to in Part 4 of this form and it shall be deemed that all of them are also the Receiver of this form.

ข้อมูล / คำยืนยัน / และข้อตกลงของลูกค้า Customer's Information / representation / and agreements

วันที่/Date

ผู้ขอเปิดบัญชี/ผู้ใช้บริการ Applicant's Name/Name of user of the financial service (คำนำหน้า/ชื่อ/นามสกุล) _____		สัญชาติ Nationality(ies) โปรดระบุทุกสัญชาติที่ท่านถือ /Please specify all nationalities that you hold.
บัตรประชาชนเลขที่ (สำหรับคนไทย) Thai Citizen ID Card No. _____	หนังสือเดินทาง เลขที่ (เฉพาะคนต่างชาติ) Passport No. (Non-Thai only) _____	
ส่วนที่ 1 Part 1	สถานะของลูกค้า Status of Customer	

โปรดเลือกทำเครื่องหมายในช่องที่สอดคล้องกับสถานะของท่าน

Please check the appropriate boxes corresponding to your status

1.1 คำถามเพื่อตรวจสอบสถานะความเป็นบุคคลอเมริกัน / U.S. Person Status check

(หากท่านตอบว่า "ใช่" ในข้อใดข้อหนึ่ง แสดงว่า ท่านเป็นบุคคลอเมริกา ตามกฎหมาย FATCA โปรดกรอกแบบฟอร์ม W-9)

(If you check "yes" in any one box, you are deemed to be US Person by FATCA Regulation. Please complete Form W-9)

1 ท่านเป็นพลเมืองอเมริกัน ใช่หรือไม่ Are you a U.S. Citizen? ใช่/Yes ไม่ใช่/No

โปรดตอบ "ใช่" หากท่านเป็นพลเมืองอเมริกัน แม้ว่าจะอาศัยอยู่นอกสหรัฐอเมริกา

โปรดตอบ "ใช่" หากท่านมีสถานะเป็นพลเมืองของหลายประเทศ และหนึ่งในนั้นคือเป็นพลเมืองอเมริกัน

โปรดตอบ "ใช่" หากท่านเกิดในสหรัฐอเมริกา (หรือดินแดนที่เป็นของสหรัฐอเมริกา) และยังไม่ได้สละความเป็นพลเมืองอเมริกันอย่างสมบูรณ์ตามกฎหมาย

You must answer "Yes" if you are a U.S. citizen even though you reside outside of the U.S.

You must answer "Yes" if you hold multiple citizenships, one of which is U.S. citizenship.

You must answer "Yes" if you were born in the U.S. (or U.S. Territory) and have not legally surrendered U.S. Citizenship.

2 ท่านเป็นผู้ถือบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกา (เช่น กรีนการ์ด) ใช่หรือไม่ Are you a holder of any U.S. Permanent Resident Card (e.g. Green Card)? ใช่/Yes ไม่ใช่/No

โปรดตอบ "ใช่" หากสำนักงานตรวจคนเข้าเมืองและสัญชาติของสหรัฐอเมริกาได้ออกบัตรประจำตัวผู้มีถิ่นที่อยู่ถาวรอย่างถูกต้องตามกฎหมายในสหรัฐอเมริกาให้แก่ท่าน ไม่ว่าจะบัตรดังกล่าวของ ท่านจะหมดอายุแล้วหรือไม่ ณ วันที่ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้

ควรตอบ "ไม่ใช่" หากบัตรดังกล่าวของท่านได้ถูกสละ ยกเลิก หรือถอนอย่างเป็นทางการแล้ว ณ วันที่ ท่านกรอกและลงลายมือชื่อในแบบฟอร์มนี้

You must answer "Yes" if the U.S. Citizenship and Immigration Service (USCIS) has issued a U.S. Permanent Resident Card to you, regardless of whether or not such card has expired on the date you complete and sign this form.

You should answer "No" if such card has been officially abandoned, revoked, or relinquished as of the date you sign and complete this form.

3 ท่านมีสถานะเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาเพื่อวัตถุประสงค์ในการเก็บภาษีอากรของสหรัฐอเมริกา ใช่หรือไม่
Are you a U.S. resident for U.S. tax purposes?

ใช่/Yes ไม่ใช่/No

ท่านอาจถูกพิจารณาว่าเป็นผู้มีถิ่นที่อยู่ในสหรัฐอเมริกาหากเป็นไปตามเกณฑ์ "Substantial Physical Presence Test" เช่น ในปีปัจจุบัน ท่านอยู่ในสหรัฐอเมริกาอย่างน้อย 183 วัน เป็นต้น และหากต้องการรายละเอียดเพิ่มเติม โปรดศึกษาข้อมูลในเว็บไซต์ของ หน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service:

[IRShttp://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test](http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test)

You may be considered a U.S. resident if you meet the "Substantial Physical Presence Test", 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: <http://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test>.

1.2 คำถามเพิ่มเติม / Additional Questions

(โปรดข้ามคำถามในส่วนนี้หากท่านแสดงตนว่าเป็นคนอเมริกันตามข้อ 1 – 3 และได้กรอกแบบฟอร์ม W-9 แล้ว)

(Please skip this part if you have identify yourself as US person in the question 1-3 above, but you have to submit W9)

(หากท่านตอบว่า "ใช่" ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN พร้อมทั้ง

(If you check "yes" in any one box, please complete Form W-8BEN and provide supporting document(s))

(1) สำเนาบัตรประชาชนสำหรับคนไทย(หนังสือเดินทางสำหรับคนต่างชาติที่แสดงว่าไม่ใช่คนอเมริกัน) และ

A copy of Thai Citizen ID card (or passport in case you are not a Thai citizen which indicate that you are not a US Person) and

(2) สำเนาหนังสือรับรองการเสียสัญชาติอเมริกัน - Certificate of Loss of Nationality of the United States กรณีที่ตอบ "ใช่" ในข้อ ๑ ข้างล่างนี้

A copy of Certificate of Loss of Nationality of the United States, in case you answer "yes" in question ๑ below

4 ท่านเกิดในสหรัฐอเมริกา หรือดินแดนที่เป็นของสหรัฐอเมริกา) แต่ได้สละความเป็นพลเมืองอเมริกาอย่างสมบูรณ์ตามกฎหมายแล้ว
Were you born in the U.S. (or U.S.Territory) but have legally surrendered U.S. citizenship?

ใช่/Yes ไม่ใช่/ No

5 ท่านมีที่อยู่อาศัยในปัจจุบัน หรือที่อยู่เพื่อการติดต่อในสหรัฐอเมริกา สำหรับบัญชีที่เปิดไว้กับ/ผ่านผู้รับใช่หรือไม่
Do you have a current U.S. residence address or U.S. mailing address in contacting with the Receiver?

ใช่/Yes ไม่ใช่/ No

6 ท่านมีหมายเลขโทรศัพท์ในสหรัฐอเมริกาเพื่อการติดต่อท่านหรือบุคคลอื่นที่เกี่ยวข้องกับบัญชีที่เปิดไว้กับ/ผ่านหรือมีอยู่กับผู้รับหรือไม่
Do you have U.S. telephone number for contacting you or another person in relation to the account opened with or through or maintained with the Receiver?

ใช่/Yes ไม่ใช่/ No

7 ท่านมีคำสั่งทำรายการโอนเงินเป็นประจำโดยอัตโนมัติจากบัญชีที่เปิดไว้กับ/ผ่านหรือมีอยู่กับผู้รับไปยังบัญชีในสหรัฐอเมริกาใช่หรือไม่
Do you have standing instructions to transfer funds from the account opened with or through or held with the Receiver to an account maintained in the U.S.?

ใช่/Yes ไม่ใช่/ No

8 ท่านมีการมอบอำนาจหรือให้อำนาจการลงลายมือชื่อแก่บุคคลที่มีที่อยู่ในสหรัฐอเมริกา เพื่อการใด ๆ ที่เกี่ยวข้องกับบัญชีที่เปิดไว้กับ/ผ่านหรือมีอยู่กับผู้รับ
Do you have a power of attorney or signatory authority for the account opened with or through or held with the Receiver granted to person with U.S. address?

ใช่/Yes ไม่ใช่/ No

ส่วนที่ 2 การยืนยันและการเปลี่ยนแปลงสถานะ

Part 2 Confirmation and Change of Status

1. ท่านยืนยันว่า ข้อมูลข้างต้นเป็นความจริง ถูกต้อง และครบถ้วนสมบูรณ์

You confirm that the above information is true, correct, accurate and complete.

2. ท่านรับทราบและตกลงว่า หากท่านมีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่ผู้รับเห็นสมควร

You acknowledge and agree that if you are a U.S. Person but the information provided on this form or Form W-9 is false, inaccurate or incomplete, the Receiver shall be entitled to terminate, at its sole discretion, the entire or part of banking/business relationship with you may be deemed appropriate by the Receiver.

3. ท่านตกลงที่จะแจ้งให้ผู้รับ ได้ทราบและนำเสนอเอกสารประกอบให้ผู้รับ ภายใน 30 วัน หลังจากมีเหตุการณ์เปลี่ยนแปลงอันทำให้ข้อมูลของท่านที่ระบุในแบบฟอร์มนี้ไม่ถูกต้อง และในกรณีที่ผู้รับมีการร้องขอเอกสาร/ข้อมูล/คำยินยอมเพิ่มเติม ท่านตกลงที่จะดำเนินการให้แล้วเสร็จตามที่ได้รับการร้องขอภายในเวลาที่ผู้รับกำหนด

You agree to notify and provide relevant documents to the Receiver within 30 days after any change in circumstances that causes the information provided in this form to be incorrect, or after the date that the Receiver has requested for additional document/ information/ consent.

4. ท่านรับทราบและตกลงว่า ในกรณีที่ท่านไม่ได้ดำเนินการตามข้อ 3 ข้างต้น หรือมีการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ เกี่ยวกับสถานะของท่าน ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วน ตามที่ผู้รับเห็นสมควร

You acknowledge and agree that failure to comply with item 3 above, or your providing of any false, inaccurate or incomplete information as to your status, shall entitle to the Receiver to terminate, at its sole discretion, the entire or part of banking/business relationship with you may be deemed appropriate by the Receiver.



ส่วนที่ 3	การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี
Part 3	Authorization for information disclosure and account withholding

ท่านตกลงให้ความยินยอม ที่ไม่อาจยกเลิกเพิกถอนแก่ผู้รับในการดำเนินการดังต่อไปนี้

You hereby irrevocably authorize to the Receiver to:

- เปิดเผยข้อมูลต่าง ๆ ของท่านให้แก่บริษัทในกลุ่มของผู้รับ (ในการปฏิบัติตาม FATCA หรือกฎหมายใดๆ) หน่วยงานจัดเก็บภาษีอากร และหน่วยงานราชการใดๆ ทั้งในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS) ข้อมูลดังกล่าวรวมถึง ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์เรื่อง FATCA (คือ เป็นผู้ปฏิบัติตาม หรือไม่ให้ความร่วมมือ) จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การจ่ายเงินเข้า-ออกจากบัญชี รายการเคลื่อนไหวทางบัญชี จำนวนเงินประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือ ทรัพย์สินอื่น ๆ ที่มีอยู่กับผู้รับ และ/หรือเปิดบัญชีผ่านผู้รับ ตลอดจนจำนวนรายได้ และข้อมูลอื่น ๆ ที่เกี่ยวกับความสัมพันธ์ทางการเงินทางธุรกิจที่อาจถูกร้องขอโดยบริษัทในกลุ่มของผู้รับ หน่วยงานทางภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย

disclose to the group companies of the Receiver (in compliance with FATCA law and any other laws), tax authorities, and any other local and foreign government authorities, including the U.S. Internal Revenue Service (IRS), your name, address, taxpayer identification number, account number, FATCA compliance status (compliant or recalcitrant), account balance or value, the payments made into or from the account, account statements, the amount of money, the type and value of financial products and/or other assets held with or account opened through the Receiver, as well as the amount of revenue and income and any other information regarding the banking/business relationship which may be requested or required by the group companies of the Receiver, domestic and/or foreign tax authorities or any other authorities, including the IRS; and

- หักเงินจากบัญชีของท่านที่มีกับผู้รับหรือเปิดผ่านผู้รับ รวมถึงเงินได้ที่ท่านได้รับจากบัญชีดังกล่าวในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือต่างประเทศ ซึ่งรวมถึง IRS ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงข้อตกลงใด ๆ ระหว่างผู้รับกับหน่วยงานจัดเก็บภาษีอากรดังกล่าว

withhold from your account opened with/through the Receiver and/or the income derived from such account in the amount as required by the local and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, including any agreements between the Receiver and such tax authorities.

- หากท่านไม่ให้ข้อมูลที่จำเป็นต่อการพิจารณาสถานะความเป็นบุคคลอเมริกัน (U.S. person) หรือข้อมูลที่จำเป็นต้องรายงานให้แก่ผู้รับ หรือไม่ให้คำยินยอมให้ผู้รับดำเนินการอื่นใดรวมถึงการเปิดเผยข้อมูลและการหัก ณ ที่จ่าย ตามที่ระบุในหนังสือฉบับนี้ ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงินทางธุรกิจกับท่าน ไม่ว่าทั้งหมดหรือบางส่วนตามที่ผู้รับเห็นสมควร

If you fail to provide the information required to determine whether you are a U.S. person, or to provide the information required to be reported to the Receiver, or if you fail to provide a waiver of a law that would prevent reporting, the Receiver shall be entitled to terminate, at its sole discretion, the entire or part of banking/business relationship with you as may be deemed appropriate by the Receiver.

ส่วนที่ 4	การอนุญาตให้บุคคลที่สามใช้ประโยชน์และข้อตกลงในเอกสารนี้
Part 4	Customer's authorization for the third parties to use this form ,information disclosure, consent and agreement in this form

เพื่อความสะดวกของท่าน (ลูกค้า/ผู้ใช้บริการ) และเป็นภาระลดภาระความซ้ำซ้อนของท่านในการนำส่งเอกสาร/ข้อมูล/คำยินยอมให้กับบริษัทและสถาบันการเงินต่างๆ ที่เป็นเจ้าของผลิตภัณฑ์ที่ผู้รับเป็นตัวแทนขาย(หรือเป็นผู้จัดจำหน่าย) เป็นราย ๆ ไป รวมทั้งกรณีที่ท่านเปิดบัญชีกับบริษัท/สถาบันการเงินใด ๆ ผ่านผู้รับ โดยหนังสือฉบับนี้ ท่านรับทราบและยินยอมให้บุคคลดังต่อไปนี้ทั้งหมด(อันได้แก่ 1.บริษัทจัดการ/กองทุน/สถาบันการเงินใด ๆ ที่ท่านทำธุรกรรมทางการเงินผ่าน หรือเปิดบัญชีเงินฝาก หรือ บัญชีซื้อขายหลักทรัพย์ หรือใช้บริการทางการเงินอื่นใดทั้งโดยตรงหรือผ่านผู้รับ 2. ผู้สนับสนุนการขาย รายอื่น และผู้เกี่ยวข้องกับบริษัทจัดการ /กองทุน/สถาบันการเงินดังกล่าวข้างต้น, และ 3. สมาชิกของกลุ่มธุรกิจทางการเงินของผู้รับ, 4. ตัวแทน หรือผู้ที่เกี่ยวข้อง หรือบริษัทในเครือ ของบุคคลดังกล่าวข้างต้นทั้งหมด) ทั้งในปัจจุบันและอนาคต มีสิทธิใช้เอกสารข้อมูล คำยืนยันและคำยินยอมใด ๆ เกี่ยวกับการแสดงตนและการเปิดเผยข้อมูล หรือหัก ณ ที่จ่าย ตามเอกสารฉบับนี้และเอกสาร/ข้อมูลที่เกี่ยวข้อง (ซึ่งต่อไปนี้จะรวมเรียกว่า "เอกสารและข้อมูล") ตามกฎหมายที่เกี่ยวข้องทั้งในและต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายป้องกันและปราบปรามการฟอกเงินและการสนับสนุนทางการเงินแก่การก่อการร้าย) เสมือนหนึ่งว่า ท่านได้มอบเอกสารและข้อมูลนั้น และได้ให้คำยืนยัน/คำยินยอมกับบุคคลดังกล่าวข้างต้นทุกราย และให้บุคคลดังกล่าวข้างต้นและหน่วยงานราชการทั้งในและต่างประเทศและบุคคลที่เกี่ยวข้องทุกรายสามารถนำส่ง / ใช้เอกสารและข้อมูลใดๆของท่านระหว่างกันได้ ไม่ว่าจะอยู่ในรูปสำเนาหรือเอกสารฉบับจริง ก็ให้มีผลผูกพันกับท่านทุกประการ

In consideration of your (customer's or' applicant's) convenience and to reduce your burden of having to repetitively submit this same type of document/ information/ consent to each and every company and financial institution that the customer open account/ with through the Receiver; You hereby acknowledge and agree that any of following person(s) (i.e., 1. any asset management company/fund/ any financial institution with whom you open deposit account or securities trading account or using any financial service directly with or through the Receiver 2. the distributors /agents / and other person (s) related to the aforesaid funds/asset management company / financial institution, 3 any member of Financial Business Group of the Receiver, and 4 the agents or related persons or affiliated company of the all the aforesaid persons) at present or in future to use any documents, information, affirmation, consent related to identification and disclosure or withholding, as mentioned and referred to in this document (hereinafter referred to as the "Document and Information") in accordance with any applicable laws (FATCA and AML/CTF) as if you have provided such Documents and Information to each of those aforesaid person (s) yourself .You further hereby authorize those person (s) to use / provide / share such Document and Information among themselves.

ข้าพเจ้ารับทราบและตกลงปฏิบัติตามข้อกำหนด ข้อตกลง และเงื่อนไขต่าง ๆ ในเอกสารฉบับนี้ซึ่งรวมถึงตกลงยินยอมให้มีการเปิดเผยข้อมูล การหักบัญชี และการยุติความสัมพันธ์ทางการเงินทางธุรกิจกับข้าพเจ้า เพื่อเป็นหลักฐานแห่งการนี้ จึงได้ลงลายมือชื่อไว้เป็นสำคัญ

By signing in the space below, I hereby acknowledge and agree to the terms and conditions specified herein, including the permitting the disclosure of information, account withholding and termination of banking/business relationship.

ลายมือชื่อผู้ขอเปิดบัญชี	วันที่
Signature of Applicant	Date
ผู้แนะนำการลงทุน	วันที่
Investment Consultant	Date



แบบแจ้งสถานะความเป็นบุคคลอเมริกัน/ไม่เป็นบุคคลอเมริกัน
Form for Declaration of Status as a U.S. Person or Non-U.S. Person

สำหรับลูกค้าประเภทนิติบุคคล

For Entity Customer

หนังสือฉบับนี้มอบให้แก่ บริษัทหลักทรัพย์ เอเชีย พลัส จำกัด และบริษัทแม่ บริษัทในเครือ รวมถึงกลุ่มธุรกิจการเงินของบุคคลข้างต้น (ไม่ว่าแต่ละรายหรือรวมกัน ในหนังสือฉบับนี้รวมเรียกว่า “ผู้รับ”) เพื่อประโยชน์ของผู้รับ และบุคคลที่สามตามที่กล่าวถึงใน ส่วนที่ 4 ของหนังสือฉบับนี้ โดยให้ถือว่าบุคคลดังกล่าวทั้งหมดเป็นผู้รับหนังสือฉบับนี้เช่นกัน

This form is provided to Asia Plus Securities Company Limited and its parent company and affiliated companies including their financial business group (individually or collectively shall be hereinafter referred as the “Receiver”) for the benefit of the Receiver and the third parties referred to in Part 4 of this form and it shall be deemed that all of them are also the Receiver of this form.

ข้อมูล/คำยืนยัน/และข้อตกลงของลูกค้า Customer's Information / representation / and agreement

วันที่

Date/...../.....

ชื่อองค์กร/นิติบุคคล/บริษัท ผู้ขอเปิดบัญชี และผู้ใช้บริการทางการเงิน (“ลูกค้า”) Name of Organization/Entity/Company of Applicant / Entity User of financial service (The “Customer”)	
สำหรับสถาบันการเงินภายใต้ข้อกำหนดของ FATCA ที่มี GIIN For financial institutions under the definition of FATCA that have a GIIN	ประเทศที่จดทะเบียน หรือ จัดตั้ง / Country of Incorporation /Registration or Organization
<input type="checkbox"/> หมายเลข GIIN ของลูกค้า / Customer GIIN • • •	เลขทะเบียนนิติบุคคล / Entity Registration Number
<input type="checkbox"/> กรณีลูกค้าเป็นนิติบุคคลที่ได้รับการสนับสนุน(Sponsored Entity) โปรดระบุชื่อและหมายเลข GIIN ของนิติบุคคลที่สนับสนุน(Sponsoring Entity) / If the customer is Sponsored Entity, please provide the name and GIIN of Sponsoring Entity ชื่อนิติบุคคลที่สนับสนุน / Name on Sponsoring Entity หมายเลข GIIN ของผู้สนับสนุน / GIIN of Sponsoring Entity • • •	เลขประจำตัวผู้เสียภาษีไทย / Thai Tax ID
	เลขประจำตัวผู้เสียภาษีในประเทศอื่น (โปรดระบุทุกประเทศ ถ้ามี) Foreign Tax Identification Number(s) (please outline all if any) หมายเลข/ID ประเทศ/Country หมายเลข/ID ประเทศ/Country หมายเลข/ID ประเทศ/Country
ส่วนที่ 1 Part 1	สถานะของผู้ขอเปิดบัญชี (Status of Applicant)
โปรดเลือกทำเครื่องหมายในช่องที่สอดคล้องกับสถานะของผู้ขอเปิดบัญชี Please check the appropriate boxes corresponding to your status	
หากท่านตอบว่า ‘ใช่’ โปรดกรอกแบบฟอร์ม W-9 และสิ้นสุดคำถาม (If you check ‘Yes’, please complete Form W-9. If you check ‘No’, please complete the next section.)	
<input checked="" type="radio"/> 1	ลูกค้าเป็นนิติบุคคลอเมริกัน (นิติบุคคลที่จดทะเบียนในประเทศสหรัฐอเมริกา) ใช่หรือไม่ Is the customer a U.S. entity (an entity that has registered or has been incorporated in the U.S.)? ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>
หากท่านตอบว่า ‘ใช่’ ในข้อใดข้อหนึ่ง โปรดกรอกแบบฟอร์ม W-8BEN-E และสิ้นสุดคำถาม (If you check ‘Yes’ in any one box, please complete Form W-8BEN-E.)	
<input checked="" type="radio"/> 2	ลูกค้าเป็นสถาบันการเงิน ภายใต้ข้อกำหนดของ FATCA ใช่หรือไม่ Is the customer a financial institution under the definition of FATCA? ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/>



<p>3</p>	<p>ลูกค้าเป็นนิติบุคคลที่มีรายได้จากการลงทุน/รายได้ทางอ้อม (เช่น รายได้จากการลงทุนในหลักทรัพย์ และเงินฝาก เป็นต้น โปรดดูนิยามในส่วนของ “คำศัพท์ที่สำคัญ”) ตั้งแต่ร้อยละ 50 ขึ้นไปของรายได้รวม หรือมีทรัพย์สินที่ก่อให้เกิดรายได้ดังกล่าวได้ตั้งแต่ร้อยละ 50 ขึ้นไปของสินทรัพย์รวม ในรอบบัญชีปีล่าสุด</p> <p>Is the customer a Passive NFFE , i.e, an entity who either, has earned passive income (income from holding financial Securities and deposits, and etc. Please see the definition in “Glossary of key terms”) equal to or more than 50% of total gross income, or held asset that generate passive income equal to or more than 50% of total asset, in the preceding fiscal calendar year ?</p> <p>ควรตอบ “ไม่ใช่” หากท่านเป็นนิติบุคคลตามข้อ 3.1-3.2</p> <p>You should answer ‘No’ if you are an entity that falls within the definitions provided in items 3.1-3.2 below.</p> <p>3.1 องค์การ/หน่วยงานของรัฐบาลที่ได้รับการยกเว้นภายใต้ FATCA เช่น หน่วยงานราชการ องค์การระหว่างประเทศ หรือ ธนาคารกลาง เป็นต้น An Exempt Beneficial Owner under FATCA, e.g., Governmental Entity, International Organization or Central Bank.</p> <p>3.2 นิติบุคคลที่ได้รับการยกเว้น ภายใต้ FATCA เช่น บริษัทจดทะเบียนในตลาดหลักทรัพย์และบริษัทในเครือ นิติบุคคลที่ไม่แสวงหากำไร สมาคม มูลนิธิ นิติบุคคลใหม่ที่เริ่มจัดตั้งไม่เกิน 24 เดือน เป็นต้น An entity that is Excepted Non-Financial Foreign Entity under FATCA e.g., a publicly traded entity and its affiliates, a non-profit organization, association, foundation, or an entity that is a non-financial start-up company that has been organized less than 24 months</p>	<p>ใช่/Yes <input type="checkbox"/> ไม่ใช่/No <input type="checkbox"/></p>
<p>ส่วนที่ 2 Part 2</p>	<p>การยืนยันและการเปลี่ยนแปลงสถานะ (Confirmation and Change of Status)</p>	
<p>1. 2. 3. 4.</p>	<p>1. ลูกค้ายืนยันว่า ข้อมูลที่ลูกค้าให้ในแบบฟอร์มนี้เป็นความจริง ถูกต้อง และครบถ้วนสมบูรณ์ The Customer confirms that the information provided by the customer in this form is true, correct, accurate and complete.</p> <p>2. ลูกค้ารับทราบและตกลงว่า หากลูกค้ามีสถานะเป็นบุคคลอเมริกัน แต่ข้อมูลที่ให้ตามแบบฟอร์มนี้ หรือตามแบบฟอร์ม W-9 เป็นข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์ ผู้รับ มีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือบางส่วน ตามที่ผู้รับเห็นสมควร The Customer acknowledges and agrees that if the customer is a U.S. person but the information provided on this form or Form W-9 is false, incorrect, or incomplete, The Receiver shall be entitled to terminate, at its sole discretion, the entire or part of banking/business relationship with the customer or part of such relationship as the Receiver may deem appropriate.</p> <p>3. ลูกค้าตกลงที่จะแจ้งให้ผู้รับได้ทราบและนำส่งเอกสารประกอบให้แก่ผู้รับ ภายใน 30 วัน หลังจากมีเหตุการณ์เปลี่ยนแปลงอันทำให้ข้อมูลของลูกค้าที่ระบุในแบบฟอร์มนี้ไม่ถูกต้อง และในกรณีที่ผู้รับมีการร้องขอเอกสาร/ข้อมูล/คำยินยอมเพิ่มเติม ลูกค้าตกลงที่จะดำเนินการให้แล้วเสร็จตามที่ได้รับการร้องขอ ภายในเวลาที่ผู้รับกำหนด The Customer agrees to notify and provide relevant documents to the Receiver within 30 days after any change in circumstances that causes the information provided in this form to be incorrect, or after the date that the Receiver has requested for additional document/ information/ consent.</p> <p>4. ลูกค้ารับทราบและตกลงว่า ในกรณีที่ลูกค้าไม่ได้ดำเนินการตามข้อ 3 ข้างต้น หรือมีการนำส่งข้อมูลอันเป็นเท็จ ไม่ถูกต้อง หรือไม่ครบถ้วนสมบูรณ์เกี่ยวกับสถานะของลูกค้า ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับลูกค้า ไม่ว่าทั้งหมดหรือบางส่วนตามที่ผู้รับเห็นสมควร The Customer acknowledges and agrees that failure to comply with item 3 above, or provision of any false, incorrect or incomplete information as to the customer's status, shall entitle the Receiver to terminate, at its sole discretion, the entire banking/business relationship with the customer or part of such relationship as the Receiver may deem appropriate.</p>	
<p>ส่วนที่ 3 Part 3</p>	<p>การยินยอมให้เปิดเผยข้อมูลและการหักบัญชี (Authorization for information disclosure and account withholding)</p>	
	<p>ลูกค้าตกลงให้ความยินยอมที่ไม่อาจยกเลิกเพิกถอนแก่ผู้รับ ในการดำเนินการดังต่อไปนี้ The Customer hereby irrevocably authorizes the Receiver to:</p> <p>1. เปิดเผยข้อมูลต่างๆ ของลูกค้าให้แก่หน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง หน่วยงานจัดเก็บภาษีอากรของสหรัฐอเมริกา (Internal Revenue Service: IRS) ข้อมูลดังกล่าวรวมถึง ชื่อลูกค้า ที่อยู่ เลขประจำตัวผู้เสียภาษี หมายเลขบัญชี สถานะตามหลักเกณฑ์เรื่อง FATCA (คือ เป็นผู้ปฏิบัติตาม หรือผู้ไม่ให้ความร่วมมือ) จำนวนเงินหรือมูลค่าคงเหลือในบัญชี การจ่ายเงินเข้า-ออกจากบัญชี รายการเคลื่อนไหวทางบัญชี จำนวนเงินประเภทและมูลค่าของผลิตภัณฑ์ทางการเงิน และ/หรือ ทรัพย์สินอื่นๆ ที่มีอยู่กับผู้รับหรือเปิดบัญชีผ่านผู้รับ ตลอดจนจำนวนรายได้ และข้อมูลอื่นๆ ที่เกี่ยวกับความสัมพันธ์ทางการเงิน/ทางธุรกิจที่อาจถูกร้องขอโดยหน่วยงานทางภาษีอากรในประเทศ และ/หรือ ต่างประเทศ ซึ่งรวมถึง IRS ด้วย disclose to domestic and/or foreign tax authorities, including the U.S. Internal Revenue Service (IRS), the customer's name, address, taxpayer identification number, account number, FATCA compliance status (i.e., compliant or recalcitrant), account balance or value, the payments made into or from the account, account statements, the amount of money, the type and value of financial products and/or other assets held with the Receiver or account opened through, as well as the amount of revenue and income and any other information regarding the banking/ business relationship which may be requested or required by domestic and/or foreign tax authorities, including the IRS; and</p>	



2. หักเงินจากบัญชีของลูกค้ำที่มีกับผู้รับหรือเปิดผ่านผู้รับ และ/หรือ เงินได้ที่ลูกค้ำได้รับจากหรือผ่านผู้รับ ในจำนวนที่กำหนดโดยหน่วยงานจัดเก็บภาษีอากรในประเทศ และ/หรือต่างประเทศ ซึ่งรวมถึง IRS ภายใต้บังคับของกฎหมาย และ/หรือ กฎเกณฑ์ต่างๆ รวมถึงข้อตกลงใดๆ ระหว่างผู้รับกับหน่วยงานจัดเก็บภาษีอากรดังกล่าว

withhold from the customer's account and/or the income derived from or through the Receiver in the amount as required by the domestic and/or foreign tax authorities, including the IRS, pursuant to the laws and/or regulations, and any agreements between the Receiver and such tax authorities,

3. หากลูกค้ำไม่ให้อำนาจการพิจารณาสถานะบัญชีที่ต้องรายงาน (U.S. Reportable Account) หรือข้อมูลที่เป็นต้องรายงานให้แก่ผู้รับ หรือไม่ สามารถจะขอให้ยกเว้นการบังคับใช้กฎหมายที่ห้ามการรายงานข้อมูลได้ หรือให้อำนาจการพิจารณาเป็น Non-Participating FFI ผู้รับมีสิทธิใช้ดุลยพินิจแต่เพียงฝ่ายเดียวที่จะยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับลูกค้ำ ไม่ว่าทั้งหมดหรือบางส่วน ตามที่ผู้รับเห็นสมควร

If the customer fails to provide the information required to determine whether the customer are a U.S. Reportable Account, or to provide the information required to be reported to the Receiver, or if the customer fail to provide a waiver of a law that would prevent reporting, or the customer provide the status as a Non-Participating FFI, the Receiver shall be entitled to terminate, at its sole discretion, the entire banking/business relationship, or part of such relationship with the customer, as the Receiver may deem appropriate.

ส่วนที่ 4 การอนุญาตให้บุคคลที่สามใช้ประโยชน์และข้อตกลงในเอกสารนี้

Part 4 Customer's authorization for the third parties to use this form ,information disclosure, consent and agreement in this form

เพื่อความสะดวกของลูกค้ำ และเป็นภาระลดภาระความซ้ำซ้อนของลูกค้ำในการนำส่งเอกสาร/ข้อมูล/คำยินยอมให้กับบริษัทและสถาบันการเงินต่างๆ ที่เป็นเจ้าของผลิตภัณฑ์ที่ผู้รับเป็นตัวแทนขาย(หรือเป็นผู้จัดจำหน่าย) เป็นรายๆ ไป รวมทั้งกรณีที่ลูกค้ำเปิดบัญชีกับบริษัท/สถาบันการเงินใดๆ ผ่านผู้รับ โดยหนังสือฉบับนี้ ลูกค้ำรับทราบและยินยอมให้บุคคล(รวมนิติบุคคล)ดังต่อไปนี้ทั้งหมด(อันได้แก่ 1.บริษัทจัดการ/กองทุน/สถาบันการเงินใดๆ ที่ลูกค้ำทำธุรกรรมทางการเงินผ่าน หรือเปิดบัญชีเงินฝาก หรือ บัญชีซื้อขายหลักทรัพย์ หรือใช้บริการทางการเงินอื่นใดทั้งโดยตรงหรือผ่านผู้รับ 2. ผู้สนับสนุนการขาย รายอื่นและผู้เกี่ยวข้องกับบริษัทจัดการ /กองทุน/สถาบันการเงินดังกล่าวข้างต้น, และ 3. สมาชิกของกลุ่มธุรกิจทางการเงินของผู้รับ, 4. ตัวแทน หรือผู้ที่เกี่ยวข้อง หรือบริษัทในเครือ ของบุคคลดังกล่าวข้างต้นทั้งหมด) ทั้งในปัจจุบันและอนาคต มีสิทธิใช้เอกสารข้อมูล คำยืนยันและคำยินยอมใด ๆ เกี่ยวกับการแสดงตนและการเปิดเผยข้อมูล หรือหัก ณ ที่จ่าย ตามเอกสารฉบับนี้และเอกสารข้อมูลที่เกี่ยวข้อง (ซึ่งต่อไปนี้จะรวมเรียกว่า "เอกสารและข้อมูล") ตามกฎหมายที่เกี่ยวข้องทั้งในประเทศ และต่างประเทศ (รวมถึงกฎหมาย FATCA และกฎหมายป้องกันและปราบปรามการฟอกเงินและการสนับสนุนทางการเงินแก่การก่อการร้าย) เสมือนหนึ่งว่าลูกค้ำได้มอบเอกสารและข้อมูลนั้น และได้ให้คำยืนยันคำยินยอมกับบุคคลดังกล่าวข้างต้นทุกราย และให้บุคคลดังกล่าวข้างต้นและหน่วยงานราชการทั้งในประเทศและต่างประเทศที่เกี่ยวข้องทุกรายสามารถนำส่ง / ใช้เอกสารและข้อมูลใดๆของลูกค้ำระหว่างกันได้ ไม่ว่าจะอยู่ในรูปสำเนาหรือเอกสารฉบับจริง ก็ให้มีผลผูกพันกับลูกค้ำทุกประการ

In consideration of the customer's convenience and to reduce the customer's burden of having to repetitively submit this same type of document/information/ consent to each and every company and financial institution that the customer open account/ with through the Receiver; the customer hereby acknowledge and agree that any of following persons(including entity person) (i.e., 1. any asset management company/fund/ any financial institution with whom the customer open deposit account or securities trading account or using any financial service directly with or through the Receiver 2. the distributors /agents / and other person (s) related to the aforesaid funds/asset management company / financial institution, 3 any member of Financial Business Group of the Receiver, and 4 the agents or related persons or affiliated company of the all the aforesaid persons) at present or in future to use any documents, information, affirmation, consent related to identification and disclosure or withholding, as mentioned and referred to in this document (hereinafter referred to as the "Document and Information") in accordance with any applicable laws (FATCA and AML/CTF) as if the customer have provided such Documents and Information to each of those aforesaid person (s) by the customer's self .The customer further hereby authorize those person (s) to use / provide / share such Document and Information among themselves.

ข้าพเจ้ารับทราบและตกลงปฏิบัติตามข้อกำหนดและเงื่อนไขต่างๆในเอกสารฉบับนี้ ซึ่งรวมถึงตกลงยินยอมให้มีการเปิดเผยข้อมูล การหักบัญชี และการยุติความสัมพันธ์ทางการเงิน/ทางธุรกิจกับข้าพเจ้า เพื่อเป็นหลักฐานแห่งการนี้ จึงได้ลงลายมือชื่อไว้เป็นสำคัญ

By signing in the space below, I hereby acknowledge and agree to the terms and conditions specified herein, which include permitting the disclosure of information, account withholding and termination of banking/business relationship.

..... ผู้ขอเปิดบัญชี
() Applicant's Signature

ส่วนนี้สำหรับเจ้าหน้าที่ของ ผู้รับ เท่านั้น / This part is for officer of the Receiver's use only

เอกสารประกอบ (ถ้ามี) / Attachment (if any)

W-9

W-8BEN-E

ผู้แนะนำการลงทุน (Investment Consultant)

ผู้มีอำนาจลงนาม.....

Authorized Person



คำศัพท์ที่สำคัญ (Glossary of key terms)

เอกสารฉบับนี้เป็นสรุปเพื่อวัตถุประสงค์ในการให้ข้อมูลเท่านั้นและเป็นข้อมูลในลักษณะทั่วไป ทั้งนี้ ไม่ถือเป็นการให้คำปรึกษาทางภาษีหรือกฎหมาย ผู้รับเอกสาร FATCA Form (ตามนิยามที่ปรากฏใน FATCA Form) ไม่รับประกันความถูกต้อง ครบถ้วน และไม่รับผิดชอบต่อความผิดพลาดใดๆ หรือไม่รับผิดชอบต่อความเสียหายที่เกิดจากการยึดถือตามข้อมูลนี้ หากท่านมีข้อสงสัยใดๆ เกี่ยวกับสถานะของนิติบุคคลของท่านหรือแบบฟอร์มของสรรพากรสหรัฐ (U.S. IRS) โปรดขอความเห็นหรือคำปรึกษาจากผู้ที่สามารถให้คำปรึกษาเกี่ยวกับกฎหมายภาษีของสหรัฐอเมริกา

นิติบุคคล (Entity) - หมายถึง บุคคลตามกฎหมายหรือการจัดตั้งตามกฎหมาย ซึ่งไม่ใช่บุคคลธรรมดา

บุคคลอเมริกัน (U.S. Person) - เพื่อวัตถุประสงค์ในการจัดเก็บภาษี นิติบุคคลจะถือว่าเป็นบุคคลอเมริกัน ในกรณีที่เป็น

- ห้างหุ้นส่วนหรือนิติบุคคลที่จัดตั้งขึ้นในสหรัฐอเมริกา หรือจัดตั้งภายใต้กฎหมายของสหรัฐอเมริกาหรือรัฐใดของสหรัฐอเมริกา
- ทรัสต์จะถือเป็นบุคคลสหรัฐถ้า - (i) ศาลในสหรัฐอเมริกามีอำนาจภายใต้กฎหมายในการบังคับตามคำสั่งศาล หรือตัดสินในประเด็นต่างๆที่เป็นสาระสำคัญเกี่ยวกับการบริหารจัดการของทรัสต์ และ (ii) บุคคลสัญชาติอเมริกันหนึ่งหรือหลายคนที่มีอำนาจในการควบคุมการตัดสินใจเรื่องสำคัญต่างๆในทรัสต์
- ทรัสต์ของผู้ตายซึ่งเป็นบุคคลอเมริกันหรือผู้มีถิ่นที่อยู่ในสหรัฐอเมริกา

FATCA

FATCA เป็นคำย่อของ Foreign Account Tax Compliance Act ซึ่งเป็นกฎหมายทางภาษีของประเทศสหรัฐอเมริกา ที่มุ่งหาบุคคลอเมริกันที่มีทรัพย์สินทางการเงินนอกประเทศสหรัฐอเมริกา เป็นที่คาดว่ารัฐบาลไทยจะได้นำมาใช้บังคับกับประเทศสหรัฐอเมริกาอันเกี่ยวข้องกับกฎหมาย FATCA เพื่อแลกเปลี่ยนข้อมูลเกี่ยวกับ

- บุคคลอเมริกันที่มีทรัพย์สินทางการเงินในประเทศไทย และ
- ชาวไทยที่มีทรัพย์สินทางการเงินในประเทศสหรัฐอเมริกา

สถาบันการเงิน (Foreign Financial Institution) - หมายถึง สถาบันผู้รับฝากหลักทรัพย์ สถาบันที่รับฝากเงิน นิติบุคคลที่ดำเนินธุรกิจเกี่ยวกับการลงทุน หรือบริษัทประกันที่กำหนด ตามที่นิยามโดยกฎหมาย FATCA

รายได้จากการลงทุนรายได้ทางอ้อม (Passive Income) - โดยทั่วไปหมายถึงส่วนของรายได้รวมก่อนหักค่าใช้จ่ายที่ประกอบด้วย

- เงินปันผล และเงินจ่ายเงินทดแทนเงินปันผล (รายได้ที่เทียบเท่าเงินปันผล)
- ดอกเบี้ย และรายได้ที่เทียบเท่าดอกเบี้ย
- ค่าเช่า และค่าลิขสิทธิ์ (Royalties) ที่นอกเหนือจากค่าเช่าและค่าลิขสิทธิ์ที่ได้จากการประกอบการค้าหรือการทำธุรกิจ อย่างน้อยบางส่วน โดยลูกจ้างของนิติบุคคล
- เงินรายปี (Annuities)
- รายได้จากสัญญา Swap
- รายได้ค่าเช่าอสังหาริมทรัพย์ หากรายได้ดังกล่าวสามารถได้รับโดยไม่ต้องมีการดำเนินการเพียงเล็กน้อยจนถึงไม่ต้องดำเนินการใดๆ

NFFE - เป็นคำย่อสำหรับ Non-Financial Foreign Entity ซึ่งหมายถึงนิติบุคคลที่ มิได้เป็นสถาบันการเงินตามนิยามของกฎหมาย FATCA

นิติบุคคลที่มีรายได้หลักมาจากการประกอบกิจการที่ไม่ใช่การลงทุน (Active Non-Financial Foreign Entity) - หมายถึง นิติบุคคลที่ไม่เป็นนิติบุคคลอเมริกัน และไม่เป็นสถาบันการเงิน ที่เข้าเงื่อนไขข้อใดข้อหนึ่งดังต่อไปนี้

- (1) มีทั้งรายได้จากการลงทุน/รายได้ทางอ้อม (passive income) น้อยกว่าร้อยละ 50 ของรายได้รวมก่อนหักค่าใช้จ่าย ในปีปฏิทินก่อนหน้าหรือในระยะเวลาการรายงานอื่นที่เหมาะสม และมีสินทรัพย์ที่เป็นสินทรัพย์ที่ก่อให้เกิดหรือเป็นสินทรัพย์ที่ถือไว้เพื่อก่อให้เกิดรายได้จากการลงทุน/รายได้ทางอ้อม น้อยกว่าร้อยละ 50 ของสินทรัพย์ทั้งหมดที่นิติบุคคลดังกล่าวมีอยู่ในปีปฏิทินก่อนหน้าหรือระยะเวลาการรายงานอื่นที่เหมาะสม
- (2) หุ่นของนิติบุคคลดังกล่าวเป็นหุ่นที่มีการซื้อขายเป็นการทั่วไปในตลาดหลักทรัพย์ที่มีการจัดตั้งอย่างเป็นทางการ หรือนิติบุคคลดังกล่าวเป็นนิติบุคคลที่เกี่ยวข้องกับนิติบุคคลที่หุ่นมีการซื้อขายเป็นการทั่วไปในตลาดหลักทรัพย์ที่มีการจัดตั้งอย่างเป็นทางการ
- (3) เป็นนิติบุคคลที่จัดตั้งขึ้นในดินแดนของสหรัฐ (U.S. Territory) และผู้รับประโยชน์ของนิติบุคคลดังกล่าวทั้งหมดเป็นผู้มีถิ่นที่อยู่ในดินแดนของสหรัฐ



- (4) เป็นหน่วยงานรัฐบาล (รัฐบาลอื่นใดนอกเหนือจากรัฐบาลสหรัฐ) องค์การบริหารส่วนท้องถิ่น (ซึ่งมีความหมายรวมถึงรัฐ จังหวัด อำเภอ หรือเทศบาล) หรือหน่วยงานสาธารณะที่ทำหน้าที่ของรัฐบาลหรือองค์การบริหารส่วนท้องถิ่น หน่วยงานของรัฐบาลสหรัฐ องค์กระระหว่างประเทศ ธนาคารกลางที่ไม่ใช่ธนาคารกลางของสหรัฐ หรือหน่วยที่มีหน่วยงานดังกล่าวข้างต้นแห่งหนึ่งหรือมากกว่าเป็นเจ้าของ
- (5) ธุรกิจหลักของนิติบุคคลดังกล่าว ประกอบด้วยการถือหุ้น (ทั้งหมดหรือบางส่วน) หรือให้สินเชื่อและบริการทางการเงินอื่นๆ แก่บริษัทลูกหนึ่งหรือหลายแห่งที่ประกอบธุรกิจเกี่ยวกับการค้าหรือธุรกิจอื่นที่ไม่ใช่ธุรกิจทางการเงิน ยกเว้นในกรณีที่นิติบุคคลดังกล่าวมีหน้าที่ (หรือทำหน้าที่เสมือน) เป็นกองทุนเพื่อการลงทุน อาทิ กองทุนเพื่อการลงทุนในหุ้นนอกตลาด กองทุนร่วมลงทุน กองทุนเพื่อการซื้อกิจการ หรือเครื่องมือการลงทุนอื่นใดที่มีวัตถุประสงค์ในการซื้อหรือให้เงินทุนในฐานะผู้ถือสินทรัพย์ทุนเพื่อวัตถุประสงค์ในการลงทุนในบริษัทใดๆ นิติบุคคลดังกล่าวจะไม่มีคุณสมบัติตามข้อนี้
- (6) เป็นนิติบุคคลที่จัดตั้งขึ้นโดยที่ยังไม่ได้เริ่มดำเนินธุรกิจและไม่มีประวัติการดำเนินธุรกิจมาก่อน แต่ได้ทำการลงทุนในสินทรัพย์ด้วยวัตถุประสงค์ในการประกอบธุรกิจใดๆ ที่ไม่ใช่ธุรกิจสถาบันการเงิน ทั้งนี้ นิติบุคคลดังกล่าวจะไม่เข้าข่ายมีคุณสมบัติตามข้อนี้ หลังจากครบ 24 เดือนนับจากวันที่ได้มีการจัดตั้งนิติบุคคลขึ้น
- (7) เป็นนิติบุคคลที่กำลังอยู่ในขั้นตอนการขายสินทรัพย์เพื่อการชำระบัญชี หรืออยู่ระหว่างการปรับโครงสร้างโดยมีความตั้งใจที่จะดำเนินกิจการเดิมต่อไป หรือเริ่มดำเนินการใหม่ในธุรกิจอื่น นอกเหนือจากการเป็นสถาบันการเงิน ทั้งนี้ นิติบุคคลดังกล่าวต้องไม่เคยเป็นสถาบันการเงินในระยะเวลา 5 ปีก่อนหน้านี้
- (8) เป็นนิติบุคคลที่ประกอบธุรกิจในการให้สินเชื่อหรือการทำธุรกรรมเพื่อกระจายความเสี่ยง (hedging) แก่หรือเพื่อนิติบุคคลที่เกี่ยวข้องที่ไม่ใช่สถาบันการเงิน และไม่มีให้สินเชื่อหรือทำธุรกรรมเพื่อกระจายความเสี่ยงแก่นิติบุคคลอื่นใดที่ไม่ใช่นิติบุคคลที่เกี่ยวข้อง ทั้งนี้ กลุ่มของนิติบุคคลที่เกี่ยวข้องในกลุ่มต้องเป็นนิติบุคคลที่ประกอบธุรกิจอื่นนอกเหนือจากการเป็นสถาบันการเงิน
- (9) เป็นนิติบุคคลที่ไม่ใช่สถาบันการเงินที่ได้รับการยกเว้น ตามที่กำหนดในหลักเกณฑ์ของกระทรวงการคลังสหรัฐที่เกี่ยวข้อง หรือ
- (10) เป็นนิติบุคคลที่มีคุณสมบัติตามเงื่อนไขดังต่อไปนี้
- (10.1) เป็นนิติบุคคลที่จัดตั้งและประกอบธุรกิจในประเทศที่เป็นถิ่นที่อยู่ของนิติบุคคลดังกล่าว โดยมีวัตถุประสงค์เพื่อการศาสนา การกุศล วิทยาศาสตร์ ศิลปะ วัฒนธรรม การกีฬา หรือการศึกษา หรือเป็นนิติบุคคลที่จัดตั้งและดำเนินการในประเทศที่เป็นถิ่นที่อยู่ของตนโดยมีลักษณะเป็นหน่วยงานทางวิชาชีพ กลุ่มของธุรกิจ หอการค้า หน่วยแรงงาน หน่วยงานทางเกษตร หรือเป็นนิติบุคคลที่ดำเนินการในการส่งเสริมสวัสดิการสังคมเป็นการเฉพาะ
- (10.2) เป็นนิติบุคคลที่ได้รับการยกเว้นภาษีเงินได้ในประเทศถิ่นที่อยู่
- (10.3) เป็นนิติบุคคลที่ไม่มีผู้ถือหุ้นหรือสมาชิกที่ได้รับผลประโยชน์จากการเป็นเจ้าของหรือผลประโยชน์ตอบแทนจากรายได้หรือทรัพย์สินของนิติบุคคลนั้น
- (10.4) กฎหมายที่บังคับใช้ในประเทศถิ่นที่อยู่ของนิติบุคคลดังกล่าวหรือข้อกำหนดตามเอกสารการจัดตั้งไม่อนุญาตให้มีการแจกจ่ายเงินได้หรือสินทรัพย์ของนิติบุคคลดังกล่าวให้เป็นผลประโยชน์ของบุคคลที่เป็นเอกชนหรือนิติบุคคลที่ไม่ใช่เพื่อการกุศลนอกเหนือจากที่เป็นการประกอบกิจการการกุศลของนิติบุคคลดังกล่าว หรือการจ่ายเงินที่เป็นค่าจ้างหรือค่าตอบแทนในการทำงาน หรือการจ่ายเงินเป็นค่าส่งหรือทรัพย์สินที่นิติบุคคลดังกล่าวได้ซื้อไว้ตามมูลค่ายุติธรรมของตลาด และ
- (10.5) กฎหมายที่บังคับใช้ในประเทศถิ่นที่อยู่ของนิติบุคคลดังกล่าวหรือข้อกำหนดตามเอกสารการจัดตั้ง ต้องมีข้อกำหนดว่าในการเลิกกิจการหรือการยุบเลิกนิติบุคคลดังกล่าว สินทรัพย์ทั้งหมดจะต้องถูกโอนให้กับหน่วยของรัฐบาลหรือหน่วยที่ไม่แสวงหากำไรอื่น หรือให้สินทรัพย์ที่เหลืออยู่ตกเป็นของแผ่นดิน

นิติบุคคลที่เกี่ยวข้อง (Related Entity) - นิติบุคคลที่เป็น "นิติบุคคลที่เกี่ยวข้อง" กับนิติบุคคลอื่นถ้านิติบุคคลหนึ่งใดมีอำนาจควบคุมอีกนิติบุคคลหนึ่ง หรือนิติบุคคลสองแห่งที่อยู่ภายใต้การควบคุมเดียวกัน เพื่อวัตถุประสงค์ตามข้อนี้ การควบคุมรวมถึงความเป็นเจ้าของทั้งทางตรงและทางอ้อมมากกว่าร้อยละ 50 ของอำนาจในการออกเสียงหรือมูลค่าของนิติบุคคลนั้น และต่อไปนี้นำถือว่า ประเทศไทยอาจถือว่านิติบุคคลไม่เป็นนิติบุคคลที่เกี่ยวข้องกับนิติบุคคลอื่น ถ้านิติบุคคลทั้งสองแห่งนั้นไม่ได้เป็นสมาชิกของเครือบริษัทเดียวกันตามที่กำหนดไว้ในข้อ 1471(e)(2) ของประมวลรัษฎากรของสหรัฐ



Glossary of key terms

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Entity - means a legal person or a legal arrangement, which is not a natural person.

U.S. Person - For federal tax purposes, an entity is considered a U.S. Person if it is:

- A partnership or corporation incorporated or organized in the United States or under the laws of the United States or any State thereof,
- A trust if - (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or
- An estate of a decedent that is a citizen or resident of the United States

FATCA

FATCA is an abbreviation of Foreign Account Tax Compliance Act. This United States tax legislation is aimed at identifying U.S. Persons that have financial assets outside of the United States. By December 31, 2014, the government of the Thailand is expected to have concluded an agreement with the government of the United States related to FATCA with respect to the exchange of information regarding:

- U.S. Persons who have financial assets in the Thailand, and
- Thai taxpayers who have financial assets in the United States.

Financial Institution - means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company as defined under FATCA.

Passive Income - refers generally to the portion of gross income that consists of:

- Dividends and dividend substitute payments (income equivalent to dividend);
- Interest and income equivalent to interest
- Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE;
- Annuities;
- Income from swap-contracts;
- Rental income of real estate property provided that this income can be obtained by performing little to no activity.

NFFE - is an abbreviation of Non-Financial Foreign Entity, i.e., the entity which is non-financial institution by the definition of FATCA

Active Non-Financial Foreign Entity (Active NFFE) - means any NFFE that meets any of the following criteria:

- (1) Less than 50 percent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (2) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (3) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;



- (4) The NFFE is a non-U.S. government, a political subdivision of such government (includes a state, province, country, or municipality), or a public body performing a function of such government or a political subdivision thereof, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (5) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (6) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (7) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (8) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
- (9) The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulation; or
- (10) The NFFE meets all of the following requirements:
 - (10.1) It is established and operated in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
 - (10.2) It is exempt from income tax in its country of residence;
 - (10.3) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - (10.4) The applicable laws of the NFFE's country of residence or the NFFE's formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and
 - (10.5) The applicable laws of the NFFE's country of residence or the NFFE's formation documents require that, upon the NFFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFFE's country of residence or any political subdivision thereof.

Related Entity - An entity is a "Related Entity" of another entity if either entity controls the other entity, or two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote or value in an entity. Notwithstanding the foregoing, Thailand may treat an entity as not a Related Entity of another entity if the two entities are not members of the same expanded affiliated group.





Affix
THB 30
Stamp
Duty

POWER OF ATTORNEY
For the Subscription of the Newly Issued Ordinary Shares together with
the Warrants No.4 (JMT-W4)
of JMT Network Services Public Company Limited (the "Company")

Date _____

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 November 8, 2021 (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 November 8, 2021 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
()



MAP

TO ASIA PLUS

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สถานีชองนงนทร์ ทางออก 5
เดินมุ่งหน้าไปยังถนนนราธิวาสฯ เลี้ยวซ้ายลงสะพานลอยฝั่งถนนสาทรใต้ เดินประมาณ 3 นาที อาคารอยู่ทางด้านขวามือ

2 รถไฟฟ้าใต้ดิน MRT

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ขึ้นรถเมล์สาย 17, 115, 149 บนถนนสาทร และลงรถที่ป้ายรถเมล์ด้านหน้าอาคารสาทรชิตีทาวเวอร์

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แขวงกุ่มหาเมษ เขตสาทร กรุงเทพมหานคร 10120

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Rights and Duties of the Issuer and the Holders of
Warrants to Purchase Ordinary shares of
JMT Network Services Public Company Limited No. 4 (JMT-W4)

Date 28 December 2021

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
JMT Network Services Public Company Limited No. 4

The Warrants to purchase ordinary shares of JMT Network Services Public Company Limited No.4 (“Warrants” or “JMT-W4”) 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 JMT Network Services Public Company Limited (“Issuer” or “the Company”) pursuant to the resolution of the Extraordinary General Meeting of Shareholders No. 1/2021 held on 1 November 2021. The EGM resolved to approve an increase in the registered capital of the Company by Baht 155,790,065 from the existing registered capital of Baht 608,781,680 to Baht 764,571,745 by issuing 311,580,130 new ordinary shares at the par value of Baht 0.50 each. The EGM also resolved to approve the allocation of newly issued ordinary shares in the amount not exceeding than 240,963,856 shares at the par value of Baht 0.50 each to reserve for the allocation of the newly issued ordinary shares offered to the existing shareholders in proportion to their shareholding (Right Offering) and resolved to approve the allocation of newly issued ordinary shares to reserve for the exercise of JMT-W4 offered to the existing shareholders who subscribed and allocated the Right Offering shares in the amount not exceeding than 70,500,000 shares at the par value of Baht 0.50 each.

The Warrant Holders are entitled to the rights as stated in the Rights and Duties of the Issuer and the Holders of JMT Network Services Public Company Limited No. 4 (“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 JMT Network Services Public Company Limited No.4 (“Warrants” or “JMT-W4”)
Type of Warrants	:	Named and transferable warrants
Allocation Method	:	<p>The Company will offer Warrants to the existing shareholders who subscribed and allocated the Right Offering shares in the ratio of 3.418 allocated shares to 1 unit of warrant (3.418 : 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 8 November 2021 (Record Date).</p>
Number of Warrants Issued	:	Not exceeding 70,500,000 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 0.50 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 90.00 per share, unless subsequently adjusted in accordance with the conditions on the right adjustment as specified in Clause 6.
Issuance Date of Warrant	:	Date 28 December 2021
Expiration Date	:	The date that warrants expire 3 years from the issuance date of warrants which corresponds to Date 27 December 2024
Terms of Warrant	:	3 years from the issuance date (Date 28 December 2021 to Date 27 December 2024) The Company shall not extend the terms of the

Warrant after issuance

Reserved Shares : The number of shares reserved for the exercise of JMT-W4, 70,500,000 shares, including the number of shares reserved for the exercise of other warrants is 12.64% of the number of paid-up shares of the Company, can be calculate as follows:

Calculation method for the ratio:

$$\frac{\begin{array}{l} \text{No. of shares reserved for the exercise of warrants offering this time +} \\ \text{No. of shares reserved for the exercise of other warrants}^{/1} \end{array}}{\text{No. of existing paid-up shares}^{/2}}$$

$$= \frac{70,500,000 + (222,518 + 98,398,136 + 113,566)}{1,098,415,627 + 240,963,856}$$

$$= 12.64\%$$

Remark:

^{/1}No. of shares reserved for the exercise of other warrants are No. of outstanding shares for JMT-W2 222,518 shares, No. of outstanding shares for JMT-W3 98,398,136 shares, and the newly issued shares reserved for the right adjustment of JMT-W2 and JMT-W3, which proposed to the shareholders' meeting for consideration 113,566 shares.

^{/2}No. of existing paid-up shares of the company calculated from No. of paid-up shares 1,098,415,627 shares, including No. of other shares offered together with this warrants, which is 240,963,856 shares.

Dilution effect : **1. Control Dilution**
 (as of 26 August 2021) After the issuance and offering of the newly issued ordinary shares offered to the existing shareholders of the Company proportionate to their respective shareholding (Rights Offering) and the allocation of JMT-W4 warrants. If every shareholder exercises the right to purchase newly issued shares and received JMT-W4 warrants and exercised the right of JMT-W4 into full amount ordinary shares, it will affect the voting rights of the Company's shareholders (Control Dilution), which will be reduced by approximately 22.09%, details are as follows:

$$\begin{aligned} &= \text{No. of RO shares offered} \\ &\quad + \text{No. of newly issued shares reserved for JMT-W4} \\ &\text{No. of paid-up shares} + \text{No. of RO shares offered} \\ &\quad + \text{No. of newly issued shares reserved for JMT-W4} \\ \\ &= \frac{240,963,856 + 70,500,000}{1,098,415,627 + 240,963,856 + 70,500,000} \\ \\ &= 22.09\% \end{aligned}$$

(This calculation is assumed that the existing shareholders who are allocated Rights Offering and the JMT-W4 choose to not subscribe and exercise all their right; while other shareholders subscribe or oversubscribe or exercise their right to exercise JMT-W4 in full amount.)

2. Price Dilution

(a) If we consider only the issuance and offering of JMT-W4, there will be no effect from the price dilution because the exercise price of JMT-W4 is higher than the Company's current market price. Thus, 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 that resolved to propose an agenda for approval JMT-W4 to the shareholders' meeting (between 4 - 25 August 2021) equal to 42.7527 Baht and the exercise price of JMT-W4 warrants is fixed at 90 Baht/share.

(b) However, if we consider both the issuance and offering of Rights Offering and the allocation of JMT-W4 warrants, if the newly issued ordinary shares are fully subscribed and the conversion of JMT-W4 warrants is fully exercise, there will be no effect on the market price of the shares (Price Dilution), with the calculation details as follows:

$$\begin{aligned} &= \frac{\text{Pre-offering market price} - \text{Post-offering market price}}{\text{Pre-offering market price}} \\ \\ &= \frac{42.7527 - 44.9012}{42.7527} \\ \\ &= (5.03\%) \text{ (no effect on Price Dilution)} \end{aligned}$$

Which the market price after the offering is calculated from

$$\begin{aligned} &= (\text{Market price} \times \text{No. of paid-up shares}) \\ &+ (\text{Offering price of RO shares} \times \text{No. of RO shares offered}) \\ &+ \frac{(\text{Exercise price of JMT-W4} \times \text{No. of shares reserved for JMT-W4})}{\text{No. of paid-up shares} + \text{No. of RO shares offered} \\ &+ \text{No. of shares reserved for JMT-W4}} \\ &= \frac{(42.7527 \times 1,098,415,627) + (41.50 \times 240,963,856) + (90 \times 70,500,000)}{1,098,415,627 + 240,963,856 + 70,500,000} \\ &= 44.9012 \text{ Baht} \end{aligned}$$

Remark : The market price is equal to the weighted average market price of the Company's shares for the past 15 consecutive business days prior to the date of the Board of Directors Meeting No. 5/2021 on 26 August 2021 (between 4 - 25 August 2021), which is equal to 42.7527 Baht.

3. EPS Dilution

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) and the allocation of JMT-W4 Warrants, if the Warrants are fully exercised, it will dilute the Company EPS. Details are as follows:

$$\begin{aligned} \text{EPS dilution} &= \frac{\text{EPS before the offering} - \text{EPS after the offering}}{\text{EPS before and after the offering}} \\ &= (1.08 - 0.84) / 1.08 \\ &= 22.09\% \end{aligned}$$

Exercise Date : The first exercise date shall be on 31 March 2022 and the last exercise date shall be the date that such warrants aged 3 years from the issuance date, which is Date 27 December 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").

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, if all Warrants holders exercise the right to purchase ordinary shares of the Company which is expected to receive approximately 6,345 million Baht, to invest in the Company's current business including purchasing and managing Distressed Debts, and to repay the Company's debts.
Benefit to the shareholders from the	:	This capital increase will help to reduce risk related to financial structure and effect related to liquidation in business operation and

capital increase

will be important for maintaining appropriate Debt / Equity Ratio according to the current conditions and maintain such ratio as specified by the financial institutions. This capital increase will also help to improve the Company's potential on business operation, as the Company's business is relied on high capital investment.

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.

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 JMT Network Services Public Company Limited No.4 (JMT-W4) 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" : JMT Network Services 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 JMT Network Services Public Company Limited in the amount of 70,500,000 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 JMT Network Services 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"	: Date 28 December 2021
"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 31 March 2022 and the last exercise date shall be the date that such warrants aged 3 years from the issuance date which is Date 27 December 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**").

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.jmtnetwork.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 :

JMT Network Services Public Company Limited
187 JMART Building, Ramkamheang Road, Rat Phatthana,
Saphan Sung, Bangkok 10240
Tel. 0-2308-9999

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, Bangkok Bank Public Company Limited, Klongtan Branch, payable to “Shares Subscription Account of JMT Network Services Plc.”, Account No. 135-473000-2, 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 JMT Network Services 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 be 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 proposed 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

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.

the date that the Company has registered the change in the par value with the Department of Business Development, Ministry of Commerce.

- (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:

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

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

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

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 80% 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 for 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 addition, 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 form 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 (JMT-W4) 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 (JMT-W4) 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

JMT Network Services Public Company Limited

Signed 

(Mr. Piya Pong-Acha)
Director



Company Seal

Signed 

(Mr. Sutthirak Trichira-aporn)
Director

