



## **CLSA ASIA-PACIFIC CUSTODY SERVICES: THAILAND MARKET ANNEX**

### **1. Definitions and Interpretation**

- 1.1 In this Custody Services: Thailand Market Annex, capitalised terms have the meaning given to them in the "CLSA Asia-Pacific Terms of Business" (the "**Terms of Business**") and the Custody Services Annex.
- 1.2 This Custody Services: Thailand Market Annex is referred to herein as "this Annex".
- 1.3 References in this Annex to "we", "us" and "our" mean, unless the context otherwise requires, CLSA and where the context requires will also include any company in the CLSA Group, or persons connected with the CLSA Group.

### **2. Effect of Terms of Business; Amendment**

- 2.1 This Annex shall apply to you if (a) you requested in your Application Form that we provide you with Custody Services in respect of the Thailand Market; or (b) we currently provide you with Custody Services in respect of the Thailand Market.
- 2.2 The terms and conditions set out in this Annex shall apply to all Custody Services in the Thailand Market provided by us to you in addition to, and supplemental to, the terms and conditions set out in the Terms of Business and in the Securities Dealing Services Annex. Accordingly, the terms and conditions in this Annex are legally binding and take effect when you signify your acceptance by placing an order for Securities in the Thailand Market with us following your receipt of our Terms of Business, the Securities Dealing Services Annex and this Annex.

### **3. Compensation**

**We have explained to you, and you understand and agree, that your right to compensation under The Securities and Exchange Act B.E. 2535, any relevant SEC Notification issued pursuant to The Securities and Exchange Act B.E. 2535 will be restricted to the extent provided for therein. There can be no guarantee that your loss may be recouped from such fund in full or in part.**

### **4. Liability**

- 4.1 Clauses 22.1 and 22.3 of the Terms of Business and Clauses 13.1 and 13.2 of the Custody Services Annex shall not apply in relation to any Custody Services in the Thailand Market. Clauses 4.2 and 4.3 of this Annex shall apply in relation to any Custody Services in the Thailand Market.
- 4.2 Neither we nor any member of the CLSA Group nor our directors, officers, employees or agents will be liable for any direct or indirect losses,



damages, costs or expenses incurred or suffered by you under our Terms of Business whatsoever (including any transaction or where we have declined to enter into a proposed transaction or by reason of any delay or change in market conditions before a transaction is effected) unless arising directly from our or their respective fault, omission or negligence. In no circumstances will we have any liability for consequential or special damage.

- 4.3 Neither we nor any of member of the CLSA Group nor our directors, officers, employees or agents will be liable for delays, errors, interruptions or failures in any communication or correspondence (including without limitation, the delivery of confirmations or transmission of orders) or for any other matters in relation to a transaction due to the breakdown, unavailability, interruption, error or failure of telephone, facsimile, or other electronic communication lines or electronic system or other communication facilities or equipment howsoever caused unless arising directly from our or their respective fault, omission or negligence.

## **5. Holding of Securities**

- 5.1 Clause 7.1 of the Custody Services Annex shall not apply in relation to any Custody Services in the Thailand Market. Clauses 5.2 and 5.3 of this Annex shall apply in relation to any Custody Services in the Thailand Market.
- 5.2 To facilitate negotiations, the sale and collection of dividends, interest or any other moneys for any other cause whatsoever, any Securities, documents or personal property may be lodged by the Custodian, by way of agency agreement without a power to appoint a sub-agent, with any Commercial Bank, Credit Company, Security Company, Central Depository or other Financial Institution established by specific legislation.
- 5.3 The Custodian must not lodge any items listed in Clause 5.2 with a Financial Institution which is directly or indirectly related to the Custodian as a parent company, subsidiary or affiliate.
- 5.4 The Custodian will ensure that your property is kept segregated in accordance with the rules of the Securities and Exchange Commission of Thailand.
- 5.5 You acknowledge and understand that the Custodian may charge a fee for providing the Custodian Services in accordance with the method set out in Clause 11.2 of the Terms of Business.
- 5.6 You acknowledge and understand that the method for how the Custody Services will work is set out in the Custody Services Annex and the Terms of Business and in particular that the method for the deposit and withdrawal of your property with the Custodian is set out in Clause 9 of the Custody Services Annex.