

**-Translation Draft-  
Buy-in Agent Appointment Agreement**

This Agreement is made and entered into on..... at Thailand Clearing House Co., Ltd.

Between

Thailand Clearing House Co., Ltd. by.....(title), and  
.....(title), having its registered office located at The  
Stock Exchange of Thailand, 93 Ratchadapisek Road, Dindaeng, Bangkok 10400,  
hereinafter referred to as the “**TCH**”

and

..... by ..... (title),  
and.....(title), a member of TCH, having its registered  
office located at.....,  
hereinafter referred to as the “**Company**” **WHEREAS** TCH desires to appoint and  
authorize the Company, who wishes to sell securities which are of the same category,  
type and amount of the securities in default, to be its agent in buying such securities to  
be returned to a TCH member who has the right to receive such securities (a ‘Buy-in  
transaction”).

**NOW, THEREFORE**, the parties hereto agree as follows:

1. In this Agreement:

“**Securities**” means any securities under the Securities and Exchange Act  
B.E.2535 offered to be sold by the Company

“**SET**” means The Stock Exchange of Thailand (SET).

“**SET member**” means a member of SET who has a right to trade listed securities.

“**TCH member**” means a person permitted by TCH to use TCH’s securities  
clearing and settlement services.

“**Final Buy-in Confirmation Report**” means a TCH report to inform members as  
to which members have been selected by TCH to be seller(s) for Buy-in  
transactions.

“**Securities depository account**” means a securities depository account opened  
by a member with TSD to deliver and take delivery of securities traded.

2. TCH wishes to appoint and authorize the Company, which is included in the  
Final Buy-in Confirmation Report, to buy Securities on behalf of TCH in  
accordance with SET regulations for Buy-in transactions.

3. The Company agrees and accepts that its name shall be shown in SET trading record as an “One-firm Put-through” for the buy-in transaction in accordance with SET regulations.

If the Company is not a SET member, the Company agrees to provide a SET member to purchase the Securities as identified in paragraph 1 above.

4. The Company agrees and accepts that its securities shall be directly transferred from its Securities depository account to the TCH member who has a right to receive such Securities in accordance with the TCH regulations.
5. TCH agrees to pay for the Securities and any costs relating to the Securities purchased, after the Securities transferal has been completed.

The payment as mentioned above shall be paid within the time identified in SET regulations for “Trading of securities in cash” and Rules and Procedures for Charging Brokerage Agent’s Fees for Buying or Selling of Listed Securities and Members’ Good Corporate Governance.

6. If the Company does not (a) send in a Securities buying order, (b) take any action to allow a SET member to send such order as identified in clause buyin and the Final Buy-in Confirmation Report or sends an order to buy the Securities, which are in pledge, removal or any encumbrance or sends in an order different from that in the Final Buy-in Confirmation Report, the Company consents to pay TCH 5.00 (five) percent of the Securities’ trading value (as shown in the Final Buy-in Confirmation Report). In such an event, the parties acknowledge that this Agreement shall be terminated immediately.
7. The Company agrees and accepts that all information sent electronically from TCH’s system shall be deemed valid and accepts that TCH’s information-sending obligation is completed when TCH’s electronic system shows that the information has been sent.
8. The parties may amend any clause in this Agreement in writing. Such amendment(s) shall be deemed as an integral part(s) of this Agreement and shall supersede the previous clause(s).
9. If the Company does not maintain its qualifications to be a TCH member, TCH may terminate this Agreement without prior notice.
10. If any clause of this Agreement is held to be invalid or unenforceable, then such clause shall be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining clauses of this Agreement.
11. If any related regulations and/or laws are changed after the parties enter into this Agreement, the parties agree to comply with such regulations and/or laws.
12. This Agreement shall be governed by and construed in accordance with the laws of Thailand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Thailand Clearing House Co., Ltd.**

.....  
(.....)

**TCH member**

.....  
(.....)

..... Witness  
(.....)

..... Witness  
(.....)