



# Registration Form

Customer type - Company

Account Number

(For staff)

Date \_\_\_\_\_

## Customer Information

Company Name (Thai) \_\_\_\_\_

(English) \_\_\_\_\_

Registration Number \_\_\_\_\_

## Company Type

Limited Company    Public Company Limited    Limited Partnership    Ordinary Partnership

Others (specify) \_\_\_\_\_

For foreign companies please indicate your country of registration / business (according to company registration)

## Business Type

Gem / Gold trading

Antiques trading

Foreign exchange

Transfer and receive money both locally and internationally

Casino / Gambling

Service (according service-related laws)

Armament

Recruiter

Travel business / tour agency

Insurance / life insurance

Finance / Banking

Digital Asset

Real estate

Hotel / Restaurant

Cooperative / Foundation / Association / Club / Temple / Mosque

University / School / Educational Institution

Others (specify) \_\_\_\_\_

**Objectives of Business Operations** \_\_\_\_\_



# Registration Form

## **Registered Address (according to company certificate)**

No \_\_\_\_\_ Building \_\_\_\_\_ Floor \_\_\_\_\_

Road \_\_\_\_\_ Sub-district \_\_\_\_\_ District \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_ Country \_\_\_\_\_

*\*\* Registered address will be used for mailing physical documents (if any).*

## **Contact information (If you are not an authorized signatory director, please attach a power of attorney.)**

Name-Surname \_\_\_\_\_ Position / Department \_\_\_\_\_

Mobile phone number \_\_\_\_\_

*(Mobile phone number: Used for receiving OTP codes for login. The number must be unique if you have previously opened an individual account with ERX.)*

**Email for ERX account login (Username)** \_\_\_\_\_

*\* This email will be the main communication channel with ERX*

*\*\* Account Password: After the application has been approved, you will receive the email address activation and password setting in this email.*

**Total Annual Income** (Based on the latest financial statements) \_\_\_\_\_ (Currency) \_\_\_\_\_

## **Country of business operation**

Thailand  Others (specify) \_\_\_\_\_

## **Business Address**

No \_\_\_\_\_ Building \_\_\_\_\_ Floor \_\_\_\_\_

Road \_\_\_\_\_ Sub-district \_\_\_\_\_ District \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_ Country \_\_\_\_\_

## **Source of income/investment (Country)**

Thailand  Others (specify) \_\_\_\_\_

## **Source of income (can choose more than one answer)**

Business  Stocks  Donations  Loans  Sale of assets

Others (specify) \_\_\_\_\_

**Asset Value** \_\_\_\_\_ (Currency) \_\_\_\_\_

*(Assets are deposits, direct investments in securities/derivatives and shareholders' equity according to the latest audited financial statements)*

## **Investment Objective**

Investment in digital assets

Rights to acquire goods, services and other rights

Speculative profit

Buying, selling and exchanging digital assets

Issuance and offering of digital tokens

Education

Management of digital asset funds

Saving

Use abroad



# Registration Form

## Directors of the company

Name - Surname	Nationality	ID / Passport number	Expiry Date	Authorized signer		Top Management
1				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
2				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
3				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
4				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
5				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
6				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
7				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
8				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
9				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>
10				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>

\*add/delete as appropriate.

Conditions for company signing according to the registration document

## Example of signature of authorized director and company seal (if any)

Name – Surname of authorized director	Signature
1	
2	

\* add/delete as appropriate.

Sample of company seal (of any)	
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# Registration Form

**List of shareholders who hold shares of 25% or more (If there are no shareholders holding 25% or more, please provide the largest shareholder.)**

**In case the shareholder of the company account is a natural person.**

	Shareholder Name – Surname	Nationality	ID / Passport number	Expiry Date	% Shareholding
1					
2					
3					
4					
5					

\* add/delete as appropriate.

**In case the shareholder of the company account is another company.**

*\*a copy of "shareholder register" of the company is required*

1. Name of company \_\_\_\_\_

Company registration number \_\_\_\_\_

Registered Country \_\_\_\_\_

	Name – Surname (or company name) that holds shares in the company account	Nationality / Registered country	ID / Passport number / Company registration number	Expiry date	% Shareholding
1					
2					
3					
4					
5					

\* add/delete as appropriate.

2. Name of corporation \_\_\_\_\_

Company registration number \_\_\_\_\_

Registered Country \_\_\_\_\_

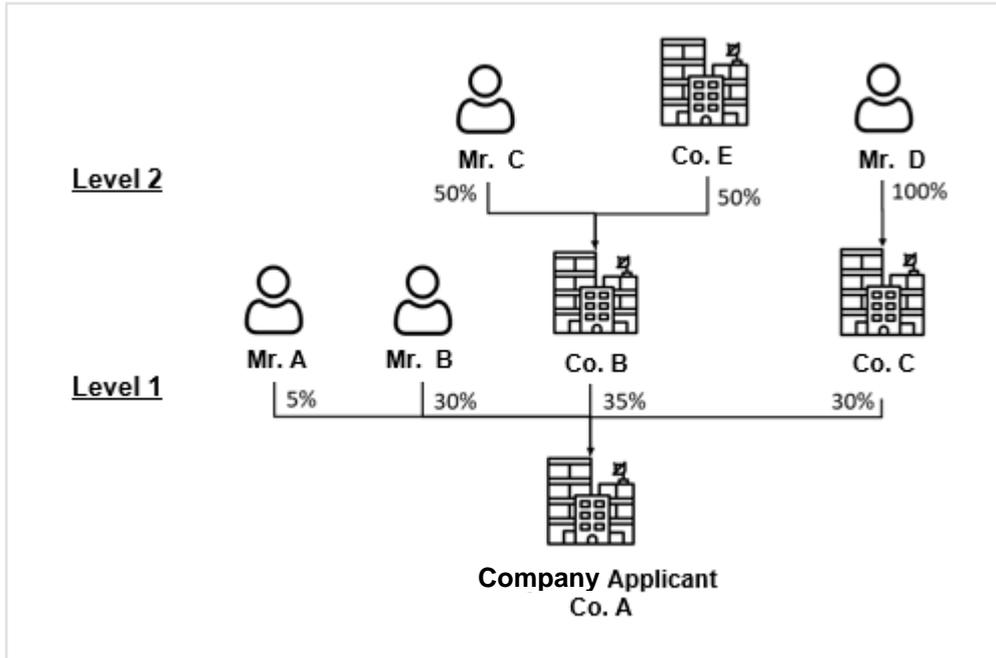
	Name – Surname (or company name) that holds shares in the company account	Nationality / Registered country	ID / Passport number / Company registration number	Expiry date	% Shareholding
1					
2					
3					
4					
5					

\* add/delete as appropriate.

*\*In the case that the next shareholder is a company that holds shares of over 25%, please also attach the list of shareholders within the shareholding structure until the next shareholder is a natural person.*



# Registration Form



**Sample:** Illustration of the shareholding structure.



# Registration Form

**Attorney for the transaction (If the authorized director(s) wishes to delegate their authority, please fill – in the Power of Attorney form)**

Title  Mr.  Mrs.  Ms.  Others \_\_\_\_\_

Name – Surname: Thai

\_\_\_\_\_ English

Nationality (specify all your nationalities) \_\_\_\_\_ Date of birth \_\_/\_\_/\_\_\_\_

**Identity evidence**

ID card  Passport

Number \_\_\_\_\_

**Address (according to identity evidence)**

No \_\_\_\_\_ Building \_\_\_\_\_ Floor \_\_\_\_\_

Road \_\_\_\_\_ Sub-district \_\_\_\_\_ District \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_ Country \_\_\_\_\_

**Current address**

Same as ID card/Passport  Others (specify)

No \_\_\_\_\_ Building \_\_\_\_\_ Floor \_\_\_\_\_

Road \_\_\_\_\_ Sub-district \_\_\_\_\_ District \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_ Country \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Occupation \_\_\_\_\_ Position \_\_\_\_\_

Relationship with the company \_\_\_\_\_

Are you a politician or have a direct relationship with a politician or person of political standing?  Yes  No

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

Signature of the Attorney-in-fact



# Registration Form

**Does the company have any relationship with ERX?**  No  Yes

Specify relationship (if yes)

## **Bank account information for registration with ERX**

Bank name \_\_\_\_\_

Branch \_\_\_\_\_ Bank Address \_\_\_\_\_

SWIFT \_\_\_\_\_ Account Number \_\_\_\_\_ Account name \_\_\_\_\_

*\*The bank account must be a Thai bank account and bank account name must match with company name. Deposits must be made from the registered bank account only. Withdrawals and benefits from digital tokens will be sent to this bank account only. Currently companies are allowed only one bank account to be registered with ERX.*

## **ERX company account opening form**

- Company account opening form
- Company authorized director-shareholder form
- Terms of service
- Privacy Policy
- Suitability Test
- Knowledge Test (Not required for experienced investors, HNWI, UHNWI)
- Corporate power of Attorney and copies of authorized representative ID card/passport (If there is a power of attorney)
- Corporate documents as follows:

<b>Thai Company</b>	<input type="checkbox"/> Company registration certificate issued no later than 6 months by the department of Business Development <input type="checkbox"/> Memorandum of association (BOJ.2 / BMJ.001) issued by the department of business Development <input type="checkbox"/> Registration list (BOJ.3 / BMJ.005) issued by the department of Business Development <input type="checkbox"/> Shareholder list (BOJ.5 / BMJ.006) issued no later than 6 months by the department of Business Development <input type="checkbox"/> For Government agencies, government organizations, state enterprise or other government agencies that is a corporation: Intention letter of the transaction, appointment letter and power of attorney. <input type="checkbox"/> Cooperatives, foundations, associations, clubs, temples, mosques, shrines, or other similar entities: Intention letter of the transaction, registration certificate, appointment letter and power of attorney. <input type="checkbox"/> VAT registration (Por Por 20) (if any). <input type="checkbox"/> Copy of ID card on the front and back of the card of the authorized director <input type="checkbox"/> Copy of a company's Thai bank book <input type="checkbox"/> Latest audited financial statements (In the case of newly established companies that have not yet prepared financial statements, please provide the company's bank statements for the past 6 months.) <input type="checkbox"/> Minutes of the meeting approving account opening with ERX including contact person name
<b>Foreign companies</b>	<input type="checkbox"/> A copy of the company registration certificate issued by the government agency of country of incorporation including company name, registered head office, authorized directors and terms of signing. <input type="checkbox"/> A copy of shareholders' list issued by the government agency of country of incorporation <input type="checkbox"/> A copy of the Memorandum of association and articles of the company. <input type="checkbox"/> A copy of passport of all authorized directors. <input type="checkbox"/> A Copy of a company's Thai bank book <input type="checkbox"/> Latest financial statements. (In the case of a newly established company that has not yet prepared financial statements, or is not required to prepare financial statements under the laws of that country, please provide a bank statement for the past 6 months.) <input type="checkbox"/> Minutes of the meeting approving account opening with ERX including contact person name
<p><i>*All copies of documentary evidence of foreign juristic persons must be certified or issued by a reliable agency or organization no more than 6 months.</i></p>	



## Registration Form

I hereby certify and confirm that the above information is complete and correct in all respects. If there is any change in information, I agree to notify in writing to the company immediately. I agree for the company to conduct an investigation and disclose my information to the relevant authorities as required by law, as well as the company's legal advisor and auditors. I understand and acknowledge that I can conduct any transactions only if I have complied with the terms and conditions specified by ERX.

Signature \_\_\_\_\_ Requester

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

Authorized Director

Signature \_\_\_\_\_ Requester

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

Authorized Director



# Registration Form

## Customer type - Company

Date \_\_\_\_\_

### **Authorized directors / shareholders holding at least 25% of shares**

Title  Mr.  Mrs.  Ms.  Others \_\_\_\_\_

Name - Surname: Thai \_\_\_\_\_

English \_\_\_\_\_

Nationality (specify all your nationalities) \_\_\_\_\_ Date of birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Marital status  Single  Married

### **Spouse information**

Name – Surname: Thai \_\_\_\_\_

English \_\_\_\_\_

Occupation \_\_\_\_\_ Business type \_\_\_\_\_

Position \_\_\_\_\_ Company name \_\_\_\_\_

### **Type of evidence**

Normal ID  Lifetime ID  Passport  Immigrant card

Number \_\_\_\_\_

### **Address (according to house registration)**

Refer to address on ID card  Other address (please specify below)

No \_\_\_\_\_ Building \_\_\_\_\_ Floor \_\_\_\_\_

Road \_\_\_\_\_ Sub-district \_\_\_\_\_ District \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_ Thailand \_\_\_\_\_

### **Mailing Address**

Refer to address on ID card  Refer to address on house registration  Others (specify)

No \_\_\_\_\_ Building \_\_\_\_\_ Floor \_\_\_\_\_

Road \_\_\_\_\_ Sub-district \_\_\_\_\_ District \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_ Thailand \_\_\_\_\_

### **Contact information**

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_



## Registration Form

Are you a politician or have a direct relationship with a politician or person of political standing?

Yes    No

You have a legal relationship with an ERX employee or ERX as a company?

Yes    No

Relationship (if any) \_\_\_\_\_

I hereby certify and confirm that the above information is complete and correct in all respects. If there is any change in information, I agree to notify in writing to the company immediately. I agree for the company to conduct an investigation and disclose my information to the relevant authorities as required by law, as well as the company's legal advisor and auditors. I understand and acknowledge that I can conduct any transactions only if I have complied with the terms and conditions specified by ERX.

Signature \_\_\_\_\_

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

Authorized Director / Shareholder



**Terms of Service (Last updated: February 25<sup>th</sup>, 2025)**

**1 Exchange Service for Digital Assets**

ERX Company Limited (“the Company”, “ERX” or “We”) provides digital asset purchasing, selling, and exchanging services, (digital asset meaning digital tokens and cryptocurrencies) to individuals aged 20 years and above and both Thai and foreign legal entities (“Customer”, “User”, or “You”). ERX provides a cash balance/cash deposit service wherein the Customer must fully deposit sufficient cash to ERX before purchasing digital assets. When the Customer purchases digital assets, cash will be deducted from the Customer’s digital wallet. When the Customer sells digital assets, the Customer must have sufficient digital tokens balance in their account.

These Terms of Service (“Terms of Service”) govern the Customer’s access to and use of any services related to the purchase, sale, exchange, and custody of digital assets on the Company’s platform.

**2 Registration for Digital Asset Exchange Service**

2.1 To use ERX’s services, the Customer must register and create an account on ERX’s website or application in accordance with the policy on the prevention of money laundering, financing of terrorism, and the proliferation of weapons of mass destruction, as well as the ERX’s Customer acceptance guidelines and compliance with relevant laws such as laws concerning the anti-money laundering, laws concerning counter-terrorism and proliferation of weapons of mass destruction financing, and other relevant laws as specified by the Securities and Exchange Commission (SEC) by providing personal information such as, name, surname, nationality, identification number, passport number, telephone/mobile number, address, date of birth, occupation, source of income, email address, ultimate beneficial owner of a Customer’s digital asset trading, investment objectives, investment experience, acceptable investment risk, and other related information as specified by the Company.

2.2 The Customer agrees and consents to the Company’s use of the Customer’s information for the purposes of providing services related to access, usage, and performing any other actions specified in these Terms of Service.

2.3 The registration for opening an account with us shall indicate that the Customer agrees to notify and provide any information requested by ERX, the Securities and Exchange Commission (SEC), or any other governmental agency with legal authority, as required by ERX and/or such legal authority, or to comply with the criteria set by such authority.

The Customer guarantees that all information provided to ERX is accurate, true, and up to date. The Customer also agrees to inform ERX of any changes to the information.

2.4 The Customer agrees and accepts that it is ERX’s sole discretion to approve Customer’s account, and ERX reserves the right to reject the creation of the Customer’s account or impose the limitation on the Customer’s transaction that the Customer entitled and maintained throughout the use of the service.

**3 Term of Usage / Prohibition**

3.1 The Customer agrees to be bound by all Terms of Service, both the current version and the future version, including other policies announced by ERX and related to the use of ERX’s service.

3.2 The Customer must create their own User ID and Password.

3.3 The Customer agrees to be solely responsible for keeping the User ID, Password, and security code in a secure and confidential manner. If a third party uses the Customer’s User ID and/or Password to buy or sell digital asset(s), or conduct any transactions using ERX’s trading system, the Customer agrees to bear sole responsibility for such actions. The Customer agrees and accepts that the Customer has a responsibility to keep the User ID and/or Password confidential and to prevent others from using the Customer’s User ID and/or Password. If the Customer information has been loses, forgets, or stolen, the Customer can contact ERX via channel provided in Part 11 to suspend the existing password and request a new password.

3.4 The Customer shall be solely responsible for any loss or breach of information and/or personal data that may result in unauthorized access to the Customer’s account by third parties, including the risk of loss or theft of digital assets and/or funds in any of the Customer’s accounts. However, the Company shall be liable for such loss or breach of information if it is caused by the negligence of the Company’s employees, directors, or executives.

3.5 The Customer is solely responsible for updating email address and contact information on the Customer’s account page. The Customer may do so by submitting the request for changing information to ERX via the channel provided in Part 11.

3.6 ERX shall not be liable under any circumstances for any losses suffered by the Customer as a result of violation of the Customer’s account, log in or personal information, except in case of ERX’s employees, directors, and executives intentionally failing to perform their duties.

3.7 In the event that the Customer has reasonable suspicion that their account information has been compromised, the Customer may contact the Company through the channels specified in Section 11. The Company will respond to the Customer within two business days from the date the Company receives the Customer’s inquiry.

3.8 The Customer is solely responsibility for account access and accepts all risks associated with authorized or unauthorized third-party account access. ERX has the right to terminate service at any time at ERX’s discretion and without any notice. ERX reserves all rights to request additional information and documents



from the Customer, and ERX reserves the right to temporarily terminate some or all part of the Customer's account at any time, as ERX deems necessary.

- 3.9 By accessing or using the website, the Customer agrees not to engage in any actions that violate the law, contractual agreements, copyright, or the rights of third parties. Furthermore, the Customer agrees not to commit any acts that may infringe on the rights of another person or violate or against the laws, rules, conditions, or any announcements issued by ERX.
- 3.10 The Customer is solely responsible for all actions taken under Customer's account while using the website or application, whether such actions are performed by the Customer themselves or by their representative or any other person.
- 3.11 If the Customer provides personal data of the other person to ERX, the Customer represents ERX that the Customer has informed the data subject about the collection, uses, and/or disclosure of personal data by ERX, including to obtain a consent or can rely upon applicable legal basis for the collection, use or disclosure of such personal data.
- 3.12 The Customer will not commit any act that constitutes an offense under the Computer Crime Act that results in the company's website or application experiencing malfunctions, damage, or an inability to operate normally. This includes prohibiting the use of automated programs or unauthorized access to data.
- 3.13 The Customer will not use ERX's website to pay for, support or participate in any illegal gambling, deception, money-laundering, terrorism, or other illegal activities such as pyramid schemes, Ponzi schemes, illegal cash-gifts, illegal donations, illegal loans.
- 3.14 The Customer will not use or intend to use another Customer's account
- 3.15 The Customer will not avoid screening process and verification of information or contents provided by the Service Provider or to attempt to gain access to any services or service areas on the website without the authority to do so;
- 3.16 The Customer will not develop an external program to be used in conjunction with the website without prior written consent from the Company;
- 3.17 The Customer will not provide false, incorrect, or misleading information for using ERX's website or application.
- 3.18 The Customer will not encourage or lead other third persons to collaborate in any acts that are prohibited under the Terms of Service.

#### **4 Digital Wallet Usage**

- 4.1 The Customer is able to deposit, withdraw, and store digital assets by themselves through the website or application of the Company.
- 4.2 ERX will provide Customer's digital wallet exclusively for digital assets that are supported by the ERX as solely determined by ERX. The Customer agree to accept the Company's services under these conditions.
- 4.3 ERX reserves the right to restrict or suspend transactions for the Customer by evaluating the verification process of the Customer's identity, compliance with applicable laws, and other relevant factors. The Company holds the exclusive right to determine the restrictions or suspensions of transactions as deemed necessary i.e., digital assets trading transaction, deposit or withdrawal of THB or digital assets, in accordance with the Company's sole discretion.
- 4.4 If the Customer wishes to increase their transaction limit, such as deposits, withdrawals, or digital asset trading beyond the Company's predefined limits, the Customer may submit a request through the channels specified in **Clause 11**. During the review process, the company may require additional documents or information, such as:
  - Additional identification documents (e.g., a copy of the national ID card, passport, company certificate, or other identity verification documents).
  - Proof of address (e.g., utility bills or house registration).
  - Proof of source of funds (e.g., bank statements, income source details, income verification documents, or financial statements).The Company reserves the right to approve or reject the request at its sole discretion and may require an appropriate processing time for verification.
- 4.5 The Customer represents and warrants that cash and digital assets that the Customer deposited into Customer's digital wallet are assets lawfully acquired and possessed by the Customer, and such assets are not involved, and shall not be involved in any unlawful activity. The Customer represents and warrants that the Customer is the legal owner and ultimate beneficiary and is solely and fully entitled to all proprietary interests in such assets. The Customer represents and warrants that such assets are not subject to any limitation of right, security, or any encumbrance. There are no disputes with any persons with respect to such assets, and there are no circumstances which are likely to give rise to the disputes. If any of the representation and warranty given herein is inaccurate or untrue, and if it causes any damages to ERX or any third party, ERX may impose the limitation on the Customer's transaction or terminated the service for the Customer and the Customer agrees to indemnify and hold ERX and/or such third party harmless against any of the damages incurred.



5	Digital Asset Exchange
	<p>5.1 Customers may submit buy or sell orders 24 hours a day, except during periods of scheduled maintenance, system downtime, or suspension as announced by the Company. The Company will make reasonable efforts to provide advance notice of such events through appropriate communication channels. However, in cases of unforeseen circumstances, including but not limited to force majeure events, the Company may not be able to issue prior notice. In such instances, the Company will provide notice to Customers as soon as reasonably practicable.</p> <p>5.2 Before making a purchase order, the Customer must have sufficient cash to cover the purchase order.</p> <p>5.3 Before making a sell order, the Customer must have sufficient digital tokens for the sell order.</p> <p>5.4 The Customer can view the status of all of their purchase/sell orders 24 hours a day.</p> <p>5.5 ERX reserves the right to suspend or cancel buy or sell orders, or to refuse to process such orders, if deemed to fall under any of the following circumstances, without being liable for any damages or losses incurred by the Customer:</p> <ul style="list-style-type: none"><li>• ERX deems the order to be inappropriate, unlawful, or otherwise subject to prohibition or cancellation under applicable laws or regulations. This includes, but is not limited to, orders involving activities such as spoofing, layering, wash trading, price manipulation, or attempts to artificially accelerate or decelerate market activity.</li><li>• A purchase or sale order involving cash or digital assets of a value exceeding the Customer's remaining cash or digital asset balance in the digital wallet maintained with ERX.</li><li>• A purchase or sale operation that may contravene the law or regulations of relevant authorities or supervisory bodies.</li><li>• ERX is required to comply with any applicable laws, regulations, or orders issued by relevant authorities or supervisory bodies, as well as any judgments or orders made by a court, arbitrator, or other dispute resolution authority.</li><li>• ERX has reason to believe that the cash or digital assets in the Customer's digital wallet are not as represented or warranted by the Customer under Clause 4.5.</li><li>• In cases of unforeseen circumstances, including but not limited to force majeure events, that are not caused by the company's fault.</li><li>• In case the Customer does not review their KYC information according to the period specified by ERX or not to submit additional documents as prescribed by ERX.</li></ul> <p>5.6 ERX reserves the right to charge fees for the purchase or sale of digital assets in accordance with the rates determined by ERX. ERX will provide advance notice to the Customers, either through an announcement or other appropriate means, at least 7 days prior to any such change. ERX also reserves the right to adjust the fee rates as deemed appropriate.</p> <p>5.7 The Customer represents and warrants that they have read, acknowledged, and understood the conditions, regulations, and procedures governing the exchange of digital assets via the internet or other electronic systems. The Customer further accepts all risks associated with the exchange of digital assets through such platforms as set out in this Agreement.</p> <p>5.8 The Company shall prepare and deliver the Customer's digital asset transaction records no later than the next business day following the transaction date.</p>
6	User's Asset Preservation
	<p>6.1 ERX will ensure the safekeeping of the Customer's assets by maintaining them in a secure manner and segregating them in ERX's account records opened specifically for the Customer. This segregation clearly identifies the assets belonging to each Customer. Assets will be stored as follows:</p> <ul style="list-style-type: none"><li>• Cash Asset type: ERX will store cash assets in a commercial bank.</li><li>• Digital Asset type: ERX will store digital assets either in ERX own custody or with a custodian service provider that complies with all qualifications specified by the Thai SEC and clearly indicate ownership of digital assets for each Customer.</li></ul> <p>6.2 ERX will provide the Customer with a monthly asset report. The Customer can also access asset details 24 hours a day. The Customer can request an asset report from ERX via the channel provided in Part 11. The Company shall prepare and deliver the Customer's asset report via email no later than the next business day after receiving the Customer's request.</p> <p>6.3 The Customer agrees that ERX may keep the Customer's assets for the purposes of safekeeping, digital token exchange or other benefits permitted by applicable laws. The Customer agrees that ERX may charge fees for cash or digital asset deposit/withdrawal, including fees for safekeeping of the Customer's assets at a rate determined by ERX. ERX reserves the right to adjust such fees as it deems appropriate. ERX reserves the right to adjust its fees as deemed appropriate. Any fee adjustments will be announced on ERX's website and application at least 7 days prior to the effective date of such changes. However, digital asset withdrawal fees, which are determined based on Blockchain system fees, will take effect immediately upon notification through the website.</p> <p>6.4 The Customer acknowledges and agrees that asset withdrawal must operate according to ERX's process. The Customer acknowledges and agrees that ERX has no policy that permits any user to transfer digital assets to an external digital wallet unless such Customer can prove that the digital wallet to which the</p>



- transfer is being made is owned by the Customer. ERX reserves the right to exercise discretion in proving the ownership of any digital wallet, including the right to decline any transfer as intended by the Customer.
- 6.5 The withdrawal of digital assets may be delayed for more than 72 hours due to factors beyond the Company's control, including but not limited to actions by digital asset custodians or third parties, transaction volume, network system performance, service schedules, and other unforeseen circumstances.
  - 6.6 In the event of any income, benefit, or entitlement arising from digital assets owned by the Customer and held in the Customer's account with the Company (including, but not limited to, income distributed by the issuer of such digital assets), the Company shall manage such matters in accordance with its operational procedures.
  - 6.7 In the event of loss or damage to the Customer's assets caused by the negligence of ERX's employees, directors, or executives, ERX shall assume full responsibility and compensate the Customer for the loss or damage.
  - 6.8 The Customer has the right to claim compensation from the Company for any actions resulting from the Company's negligence that cause damage or loss to the Customer.

## **7 Tax**

- 7.1 The Customer is fully responsible for any taxes applicable to any transaction that they perform through ERX's website. The Customer is responsible for reporting and paying such taxes to the appropriate institute.
- 7.2 The Customer agrees and acknowledges that ERX is not involved in or responsible for any taxes incurred as a result of ERX transactions, including associated exchange trade, transfers or receives, back taxes, any reporting, asset freezing, or any transfer arising from the Customer transactions.
- 7.3 ERX reserves all rights to deduct or withdraw any taxes from the Customer's account in order to comply with any applicable law, requests or orders that ERX receives from the Revenue Department or any tax collecting authority.

## **8 Risk Acceptance**

- 8.1 The Customer acknowledges and accepts that trading and exchanging digital assets involve inherent risks. The value and returns of digital assets may fluctuate based on factors such as asset price levels, digital asset liquidity, and overall market conditions. These fluctuations may be influenced by unforeseen events. As a result, the Customer may not recover the initial investment amount or realize anticipated benefits. The Customer further acknowledges and accepts that additional risks may exist. It is the Customer's responsibility to carefully evaluate their decision to trade digital assets, ensuring that such activities align with their risk tolerance and expected returns. The Customer agrees to bear full responsibility for any losses incurred as a result of these risks.
- 8.2 ERX shall not be held liable for any loss or damage suffered by the Customer in all cases if such loss or damage is caused by fire, force majeure event, revolt, protest, war, epidemic, take over by state power, errors related to communication networks or delays caused by third-party communication networks or communication networks of ERX or other factors affecting ERX's operations.

## **9 Enforced Law**

The use of this website or application or the interpretation of the terms and conditions of use of this website or application shall be governed by Thai law. Any dispute, conflict, or demand arising from or related to these Terms of Service, breach, termination, or invalidation of this agreement shall be referred to arbitration in accordance with the rules of the Thailand Arbitration Center in effect at that time and will be managed by the Thailand Arbitration Center (THAC).

## **10 Personal Data Protection**

- 10.1 The customer represents, undertakes and warrants that:
  1. Any documents or personal data disclosed to ERX by the Customer or by a person authorized by the Customer are accurate, complete, true, and up to date. The Customer must notify ERX of any changes through the contact channels specified in **Clause 11**. If the Customer provides personal data of another person for any action under the purpose of service provision under these **Terms of Service**, including any other purposes under the [Privacy Policy](#), the Customer represents and warrants that they have obtained consent from such other person or can rely on other legal basis that are lawful before disclosing such personal data to ERX;
  2. Before registering for the service or submitting any documents to ERX, the Customer acknowledges the privacy notice of ERX and understand how ERX process the personal data as the details appeared in the [Privacy Policy](#) on the website of ERX.
- 10.2 ERX will proceed with personal data of the customer in accordance with the following:
  1. ERX and/or its affiliates and/or group companies, including its employees, agents, and third parties assigned by ERX, have the right to collect, use, disclose, and/or manage the personal data provided by the Customer for the purpose of providing services under this Agreement and Terms, as well as for other purposes specified in ERX's [Privacy Policy](#), such as compliance with legal requirements, system security maintenance, business analysis, and related services.



2. ERX may, on the necessary basis, disclose personal data of the Customer to officers, employees, including affiliates/group companies, business partners, any service providers, agents, or third parties authorized by ERX to proceed with the matters related to ERX's products or services preparation, including the disclosure of personal data for the Customer identity verification, for the purpose of providing services by affiliates/group companies or our business partners as requested by the Customer or the disclosure of personal data to government authorities or officers authorized by relevant law, which may be sited inside or outside Thailand; and
3. ERX may collect copy and/or picture of the Customer's authentication documents (such as identification card, passport, or any documents issued by government authorities) for the purpose of verifying the identity of the Customer in order to receive a service from ERX. The copy or picture of such documents may contain sensitive personal data, such as religion, blood group, etc., which ERX has no reason or policy to collect, use, and/or disclose sensitive personal data as appeared in such document. Therefore, the Customer must conceal or mask such sensitive personal data before submitting to ERX. However, if the Customer did not conceal or mask sensitive personal data, the Customer agrees and acknowledges that ERX may conceal or mask sensitive personal data appeared on such document.

#### **11 Contact and Complaints**

If the customer has any comments, queries or complains, please contact ERX via ERX's website, email: [happy@erx.io](mailto:happy@erx.io), tel.: 02-080-6060, or contact at ERX Company Limited 1788, Singha Complex Building, 27th Floor, Unit 2702-2708 New Petchaburi Road, Bang Kapi Subdistrict, Huai Khwang District, Bangkok 10310, Thailand

If the customer has any queries or concern about personal data management or wish to exercise any rights entitled under the law, the customer may contact Data Protection Officer at [dpo@erx.io](mailto:dpo@erx.io). When contacting ERX, please inform name, address and information needed for ERX to identify the identity of the customer, the customer's user account, and transactions relevant to the comments, queries or complaints submitted to ERX.

ERX's operating hour is Monday to Friday from 9.00 a.m. to 6.00 p.m., except holidays of financial institutions according to the Bank of Thailand's announcement.

#### **12 Other Agreements**

- 12.1 ERX will preserve the confidentiality of the Customer information and will not disclose to third parties, except in circumstances where laws, government orders or state's regulations require ERX to disclose financial or transaction information relating to the Customer to official bodies. The Customer acknowledges and authorizes ERX to disclose or report the Customer's information and/or financial transaction records to state officers or government authorities.
- 12.2 The Customer acknowledges and agrees that ERX does not provide any service related to international money transfers. The Customer is responsible for verifying the transactions and paying any fees associated with international money transfers. In addition, the Customer agrees and acknowledges that the Customer must comply with the relevant laws and regulations of the respective country, as well as the terms and conditions of the international money transfer service providers.
- 12.3 The Customer acknowledges and agrees that ERX shall not be liable to the Customer for any damages, delays, or expenses incurred as a result of errors made by international money transfer service providers, exchange rate fluctuations, or laws or regulations governing the transfer of money in each country and international money transfer.
- 12.4 ERX reserves the right to change service regulations and conditions, as it deems appropriate. In addition, ERX has the right to cancel services in whole or in part, including the right to cancel such services for specific Customers. ERX will provide at least 30 days advance notice, or the notice period and conditions required by law prior to such cancellation.
- 12.5 Any letters or notices sent by ERX to the Customer's email or registered address, working address provided to ERX, the Customer accepted that such address is valid domicile and the properly delivered to such address shall be valid notice. If there are any changes to the Customer's current address, work address, or occupation, the Customer must inform ERX immediately.
- 12.6 The Customer has read thoroughly and acknowledged the detail related to the collection, use, and disclosure of personal data as informed in privacy notice, privacy policy which are the notification of the Customer's personal data management.
- 12.7 If the Customer wishes to edit, add personal data, or terminate ERX's services, the Customer must notify ERX via channel as provided in Part 11 and ERX will terminate the service or perform the Customer's request within 7 days.

#### **13 Personal Information Preservation Policy**

ERX Company Limited (the "Company") respects the importance of protecting your personal data. Under the Personal Data Protection Act B.E. 2562 (2019) of Thailand ("PDPA"), the Company must inform you regarding the detail of the collection, uses, disclosure, and/or transfer of personal data (collectively referred to as "process" or "processing"), which will be in accordance with our [Privacy Policy – Customer Happiness Center \(erx.io\)](#)



I hereby certify and confirm that I will follow all terms as informed under these Terms of Service, including the notification of personal data processing and privacy policy of ERX which described about the collection, use, disclosure, and/or any interaction related to the personal data by ERX. I understand and acknowledged that I can proceed with any transactions only if I have completely complied with these Terms of Service as specified by ERX. I, therefore, provide my signature below for witness thereof.

Signature \_\_\_\_\_ Requester

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

Authorized Director

Signature \_\_\_\_\_ Requester

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

Authorized Director

*ERX reserves all rights not to return the application and any supporting documents in all cases.*



## PRIVACY POLICY

**ERX Company Limited** (the "**Company**", "**we**", "**us**," or "**our**") recognizes the importance in protecting your Personal Data (as defined below) that are under retention and responsibility and in order for us to comply with Thailand's Personal Data Protection B.E. 2562 (2019) and its sub-regulations and notification related to the protection of Personal Data (collectively referred to as "**Data Protection Law**"). We, therefore, established this Privacy Policy ("**Privacy Policy**") describes how we collect, use, disclose and cross-border transfer your Personal Data (collectively referred to as "**process**" or "**processing**"). This Privacy Policy applies to our business operations, activities on the websites, mobile applications, call centers, events and exhibitions, online communication channels, other locations, and any means where we collect, use disclose and/or cross-border transfer your Personal Data.

Categories of person (data subject) that will be explain under this Privacy Policy includes: (1) our individual customer, which includes prospective customers, current customers and former customers; (2) employees, personnel, officers, representatives, shareholders, authorized persons, members of the board of directors, contact persons, agents; other natural persons in connection with our prospective, current and former corporate customer, (3) visitors and users of our platforms, such as websites, mobile applications; and (4) any other persons with whom we interact in the course of our business operation or any related services including, but not limited to, business partners.

Natural/individual persons, collectively referred to as "**you**" or "**your**" and the individual client and the corporate client, collectively referred to as the "**Client**".

### 1. PERSONAL DATA WE COLLECT

"**Personal Data**" means any identified or identifiable information about you, directly or indirectly). In order to offer our services to the Client, we might collect your information in a variety of ways. We may collect your Personal Data directly from you, e.g., through account opening process, the registration to participate in various activities of us , contact between you and our employees, agent or call center; or indirectly from other sources, e.g., social media, third party's online platforms, government authorities and other publicly available sources, and/or through our group companies, affiliates, service providers, business partners, official authorities, or third parties, i.e., Digital Asset Exchange, which specific types of data collected depends on the Client's relationship with us, and which services or products the Client requires from us.

"**Sensitive Data**" means Personal Data classified by law as sensitive data. We will only collect, use, disclose and/or cross-border transfer Sensitive Data if we have received your explicit consent or as permitted by law.

#### Individual

- a) **Personal details**, such as your title, name-surname, gender, age, occupation, job title, salary, source of income, work place (e.g. job title, type of business, company you work for, etc.), education, nationality, date of birth, marital status, information on government-issued cards (e.g. national identification number, passport number, etc.), tax identification number, signature, voice recording, image, motion picture, motion picture from closed circuit television (CCTV), house registration, background information, politically exposed persons information, relationship information with politically exposed persons and other identification information.
- b) **Contact details**, such as your address, work address, telephone number, mobile number, fax number, email address, other electronic communication ID including the social media account and information about contact person for emergency case.
- c) **Account and financial details**, such as your passbook, credit card and debit card information, account number and account type, prompt pay details, investment details, net assets, current assets, income and expenses, as well as payment details, service and product application details.
- d) **Transaction details**, such as the type of digital asset, price and quantity, purchase order, referral code, conditions (if any), trading history and balance, payment and transaction history relating to your assets, financial statements, liabilities, taxes, incomes, earnings and investments, source of wealth and funds, representation, investment information, default history, value referred to underlying assets and deposit and withdrawal digital assets.
- e) **Technical details**, such as your Media Access Central (MAC), Internet Protocol address (IP address), web beacon, log, device ID and network, connection details, access details, single sign-on (SSO) details, login log, access times, time spent on our page, cookies, login data, search history, browsing details, browser type and version, operating system, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on devices you use to access the platform.
- f) **User account details**, such as your trading account number, account identifier, username and password, PIN ID code for trading, interests and preferences, activities, investment objectives, investment knowledge and experience, and risk tolerance.
- g) **Usage details**, such as information on how you use the websites, platform, products, and services.
- h) Information for marketing communications, such as satisfaction surveys, investment attitude.
- i) **Complaint details**, such as any complaints, feedback, problem reports or responses through any channels related to our services.
- j) **Other information**, collected, used, disclosed and/or cross-border transfer in connection with the relationship with us, such as, information you give us in contracts, forms or surveys or data collected when you participate in our business functions, seminars, or social events.



### **Corporate Person**

We will collect, use, disclose and/or cross-border transfer the following categories and types of Personal Data of the authorized persons, employees, personnel, agents, shareholders, directors, contactors, representatives or any beneficiary owner of the corporate person (if any), including but not limited to:

- a) **Identity data of person related to corporate person**, such as, name-surname, title, age, gender, photos, motion, image, motion from closed circuit television (CCTV), information on CV, education, work-related information (e.g., job position, function, occupation, job title, company you work for, employed at or holding shares, etc.), information on government-issued cards (e.g., national identification number, passport number), shareholding percentage, voting rights, income, source of income, country of income, signatures, politically exposed persons information, relationship information with politically exposed persons and other identifiers.
- b) **Contact details**, such as telephone numbers, address, country, email address, and other similar information.
- c) **Personal Data generated in connection with the Client's relationship with us**, such as, account opening, administration, operation, payment, settlement, processing and reporting on behalf of the Client. Such Personal Data may include signatures, and your correspondence with us.
- d) **Other information**, collected, used, disclosed and/or cross-border transfer in connection with the relationship with us, such as, information you give us in contracts, forms or surveys or data collected when you participate in our business functions, seminars, or social events.

Other than Personal Data of individual person and corporate person we described above, we may process your Personal Data that prescribed as Sensitive Data under the Data Protection Law which we will obtain your consent before or at the time we process your Sensitive Data, those Sensitive Data may including but not limited to:

- a) Biometric data e.g., face recognition, iris recognition or fingerprint (if any).
- b) Disability data or health data (if any).
- c) Criminal records (if any).
- d) Sensitive Data as shown in the national identification card, i.e., religion as appears on the identification card.

## **2. THE PURPOSE OF COLLECTION, USE OR DISCLOSURE OF YOUR PERSONAL DATA**

We may collect, use, disclose and/or cross-border transfer your Personal Data for the following purposes (the purposes that we process your Personal Data depend on the relationship you have with us or the service or products you wish to use with us).

### **2.1 Purpose for which consent is required**

In the case that we cannot rely on any regulations or legal basis, we may rely on your consent to:

- a) Provide marketing communications, special offers, promotional materials about our products and services (other than the existing products or services you are using with us) which we cannot rely on any regulations or legal basis.
- b) Collect, use, and/or disclose your sensitive data for the following purposes:
  1. Biometric data e.g., face recognition for applying the service and for the purpose of identity verification and authentication (if any).
  2. Disability data for providing services and facilitation (if any).
  3. Criminal records for background check (if any).
  4. Sensitive data as shown in the identification card, i.e., religion (as appear in identification card) for the purpose of identity verification and authentication (if any).
  5. Cross-border transfer your Personal Data to a country which may not have an adequate level of data protection according to the rules on the protection of Personal Data as prescribed by the Personal Data Protection Committee, for which consent is required by law.

Where we rely on consent as a legal basis, you are entitled to withdraw your consent at any time. This can be done so, by contacting us or our data protection officer via specified channels (the contacting detail can be found at "Contacting Us" as shown below this Privacy Policy). The withdrawal of consent will not affect the lawfulness of the collection, use, disclosure and/or cross-transfer of your Personal Data and sensitive data based on your consent before it was withdrawn.

### **2.2 Purpose for which we may rely on other legal grounds for processing your Personal Data**

We may collect, use, disclose and/or cross-border transfer your Personal Data by relying on the following legal basis: (1) a contractual basis, for our initiation or fulfillment of a contract with you; (2) a legal obligation; (3) the legitimate interest of ourselves and/or third parties, to be balanced with your own interest and fundamental rights and freedoms in relation to the protection of your Personal Data; (4) vital interest, for preventing or suppressing a danger to a person's life, body or health; and (5) public interest, for the performance of a task carried out in the public interest or for the exercise of official actions.



We rely on the legal basis in (1) to (5) above for the collection, use, disclosure and/or cross-border transfer of your Personal Data to our officers, employees including our affiliates, group companies or agents or assigned companies, whether domestic or international entity, of the following purposes:

**Individual Person**

- a) Contacting you before entering into a contract with us and for the course of entering into a contract or using services with us including to proceed with your request for using any services with us.
- b) Processing applications for account opening, account maintenance, and operations relating to your accounts, including but not limited to, processing your applications or requests for using services or products, processing your transactions, issuing your account statement, and operating and closing your accounts.
- c) Providing services and platform to you, such as proceeding with the purchase, sell and exchange of digital asset, digital asset dealer services, providing investment products, offering choices to you from time to time and dealing with all matters relating to the investment products, including the improvement of system for facilitating the use of services.
- d) Tracking, recording your transactions, and recording your conversation for the purpose of assistance and evaluating your services.
- e) Managing your relationship with us, administration of your account with us, observation communication, delivery management.
- f) Proceeding with your instructions or responding to your inquiries or feedback and resolving your complaints.
- g) Conducting identity verification and credit checks, know-your-customer (KYC), customer due diligence (CDD) processes, other checks and screenings, and ongoing monitoring that may be required under any applicable law.
- h) Preventing, detecting and investigating fraud, misconduct, or any unlawful activities, whether or not requested by any government or regulatory authority, and analyzing and managing risks.
- i) Complying with all applicable laws, regulations, rules, directives, orders, instructions and requests from any governmental, tax, law enforcement or other authorities or regulators (whether local or foreign), such as, Office of the Securities and Exchange Commission, Anti-Money Laundering Office, Department of Provincial Administration, Office of the Personal Data Protection Committee, Revenue Department, etc., including the communication, collaboration and respond to such authorities.
- j) Managing our infrastructure, internal control, internal audit and business operations, preparing reports and complying with our policies and procedures that may be required by applicable laws and regulations including those relating to risk control, security, legal opinion, examination or reference where it's necessary (e.g., as a supporting evidence of financial statements, notes to financial statements and annual financial statements audit), finance and accounting, systems and business continuity.
- k) Investigating and retaliating any complaints, claims or disputes.
- l) Provide marketing communications, information, special offers, promotional materials about our products and services, our group companies, affiliates and subsidiaries and third parties that you may interest (if any).
- m) Developing new services and products and providing an update to you on our services and products from time to time.
- n) Carrying out research, planning and statistical analysis, for example, on your investment limit and investment behavior, for the purpose of developing our services and products.
- o) Organizing our promotional campaign or events, conferences, seminars, and company visits.
- p) Enforcing our legal or contractual rights including, but not limited to, recovering all debts owed to us.
- q) Dispute management, resolving disputes to enforce our contracts and to establish, exercise or raise against legal claims.
- r) Facilitating financial audits to be performed by an auditor or receiving legal advisory services from legal counsel appointed by you or us.
- s) Performing our obligations under any agreements to which we are a party, e.g., agreements with our business partners, vendors, or other asset management companies, or under which we are acting as an agent.
- t) Providing services and maintaining security in connection with our platforms, information technology, and workplace, such as websites, mobile applications, identity authentication, recording system, tracking system, device, internet system, monitoring cyber security, prevention and counter-measure of criminal, risk, fraud, and monitoring the premise and area of the Company.
- u) Changes in the business, such as in the case of business reorganization, business restructuring, merger acquisitions, sales, acquisitions, joint ventures, transfers, liquidation, or any similar event in connection with the transfer or disposition of all or any part of our business, assets, or shares. We may disclose your information to third parties as part of such a process.

If the Personal Data we collect from you is required to meet our legal obligations or enter into an agreement with you and we cannot collect those Personal Data from you, we may not be able to provide (or continue to provide) our products and services you requested.

**Corporate Person**

- a) Business communication, such as communicating with the Client about our products or services (e.g., by responding to inquiries or requests).



- b) Selection process, such as verifying your identity and the Client status, relationship with politically exposed persons status checks, bankruptcy status check, conducting due diligence or any other form of background checks or risk identification on you and the Client (including screening on sanction lists publicly available by law enforcement agencies and/or public authorities as required by law), evaluating suitability and qualifications of you.
- c) Data management, such as maintaining and updating lists/directories of the Client (including your Personal Data), keeping contracts and associated documents in which, you may be referred to.
- d) Relationship management, such as planning, performing, and managing the (contractual), e.g., by performing transactions and orders of products or services, processing payments, performing accounting, auditing, billing and collection activities, arranging shipments and deliveries, providing support services.
- e) Business analysis and improvement, such as conducting research, data analytics, assessments, surveys and reports on our products, services and your performance or the Client's performance, development and improvement of marketing strategies and products and services.
- f) IT systems and support, such as providing IT and helpdesk supports, creating and maintaining code and profile for you, managing your access to any systems to which we have granted you access, removing inactive accounts, implementing business controls to enable our business to operate, and to enable us to identify and resolve issues in our IT systems, and to keep our systems secure, performing IT systems development, implementation, operation and maintenance.
- g) Security and system monitoring, such as identity authentication and access controls and logs where applicable, monitoring of system, devices and internet, ensuring IT security, prevention and solving crimes, as well as risk management and fraud prevention.
- h) Dispute handling, such as solving disputes, enforcing our contracts, establishing, exercising or defense of legal claims.
- i) Internal investigation, any investigation, complaints and/or crime or fraud prevention.
- j) Internal compliance, such as compliance with internal policies and applicable laws, regulations, directives and regulatory guidelines.
- k) Complying with laws and government authorities, such as liaising and interacting with and responding to government authorities or courts.
- l) Marketing purposes, such as informing you of our news and publications which may be of interest, events, offering new services, conducting surveys (if any).
- m) Complying with reasonable business requirements, such as management, training, auditing, reporting, control or risk management, statistical, trend analysis and planning or other related or similar activities.
- n) Providing services, such as digital asset subscription service, digital assets exchange service, digital assets wallet service, contacting for providing information or offering our services or products, after-sale services, and related services.

### **3. HOW WE DISCLOSE OR TRANSFER YOUR PERSONAL DATA**

We may disclose or transfer your Personal Data to our affiliates, group companies, subsidiary or third parties authorized by us to proceed with specific matters (including the personnel and agent of such person), whether inside or outside Thailand, as follows:

#### **3.1 Our affiliates/ group companies**

We may disclose or transfer your Personal Data to our affiliates, group companies or subsidiaries for the purpose of services management or providing assistance to you in the matters related to our services or products, or for the part of qualification assessment of a person.

#### **3.2 Service providers, vendors and suppliers**

We may use other companies, agents or contractors to perform services on our behalf or to assist with the provision of products and services to you, such as: (a) IT service providers and data storage providers; (b) research agencies; (c) analytics service providers; (d) payment service providers and provide withdrawal services from your account with us to your bank account; (e) administrative and operational service providers; and (f) other service providers involved with the provision of our products or services.

In the course of providing these services, the service providers may have access to your Personal Data. However, we will only provide our service providers with the Personal Data that is necessary for them to perform the services, and we ask them not to use your Personal Data for any other purposes. We will ensure that all the service providers we work with will keep your Personal Data secure and treat your Personal Data in a manner consistent with this Privacy Policy.

#### **3.3 Business partners**

We may transfer your Personal Data to persons acting on your behalf or otherwise involved in the provision of the type of product or service you receive from us or you requested for us to provide, those persons may including but not limited to payment recipients, beneficiaries, Digital Asset Exchange, Digital Asset Broker, Digital Asset Dealer, Digital Token Issuer, ICO portal, commercial banks, correspondent banks, trustees, agents, vendors, co-brand business partners, market counterparties, issuers of products, related person to whom we disclose Personal Data in the course of providing products and services to you, and whom you authorize us to disclose your Personal Data to in accordance with applicable law, and we will ensure that these data recipients agree to treat your Personal Data in a manner consistent with this Privacy Policy.



### **3.4 Government authorities**

In certain circumstances, we may be required to disclose or share your Personal Data to law enforcement agency, court, regulator, government authority for complying with legal obligations, such as Securities and Exchange Commission, Anti-Money Laundering Office, Bank of Thailand, Department of Provincial Administration, Office of the Personal Data Protection Commission, Department of Business Development, Department of Intellectual Property, Office of the National Anti-Corruption Commission, Royal Thai Police, Revenue Department, court or other third party for which we believe disclosure or transfer is necessary to comply with a legal or regulatory obligation, or otherwise to protect our rights, the rights of any third party's or individuals' personal safety, or to detect, prevent, or otherwise address fraud, security or safety issues

### **3.5 Professional advisors**

We may disclose or transfer your Personal Data to our professional advisors relating to audit, legal, accounting, smart contract and tax services who assist in running our business and defending or bringing any legal claims.

### **3.6 Third parties as assignees, transferees or novatees**

We may assign, transfer, or novate our rights or obligations to a third party, to the extent permitted under the terms and conditions of any contract between you and us. We may disclose or transfer your Personal Data to assignees, transferees, or novatees, including prospective assignees, transferees, or novatees, provided that these data recipients agree to treat your Personal Data in a manner consistent with this Privacy Policy.

### **3.7 Third parties connected with business transfer**

We may disclose or transfer your Personal Data to our business partners, investors, significant shareholders, assignees, prospective assignees, transferees, or prospective transferees in the event of any reorganization, restructuring, merger, acquisition, sale, purchase, joint venture, assignment, dissolution or any similar event involving the transfer or other disposal of all or any portion of our business, assets, or stock. If any of the above events occur, the data recipient will comply with this Privacy Policy in respect of your Personal Data.

When we transfer Personal Data to third parties, we will take steps to ensure the protection of your Personal Data, such as confidentiality arrangements or other appropriate security measures as required by law. If you wish to know more about how your Personal Data being process by those third parties, you may learn more detail by visiting privacy notice or privacy policy of such third parties.

## **4. SECURITY MEASURE OF YOUR PERSONAL DATA**

We have enforced administrative measures, appropriate technical and physical measures to protect your Personal Data under our control from destruction, loss, access, use, alteration or disclosure whether by accident, unlawful or without permission which includes accessing or controlling access to your Personal Data to maintain a confidentiality, accuracy, and the availability of Personal Data under our control, in accordance with the minimum requirements required by law.

We have established measures to control access to your Personal Data and the use of equipment for storing and processing Personal Data which is safe and appropriate for the collection, use and disclosure of Personal Data. Moreover, the Company has provided the measures to limit access to Personal Data and the use of devices for storing and processing Personal Data by assigning the right to access the data to the authorize designated employees to access information and the responsibilities for preventing unauthorized access to Personal Data, disclosure, awareness or illegal copying of Personal Data or stealing of Personal Data storages or processing devices. In addition, the Company has provided the measures for retrospective review of access, change, deletion or transfer of Personal Data.

## **5. CROSS-BORDER TRANSFER OF YOUR PERSONAL DATA**

We may disclose or transfer your Personal Data to third parties or servers located overseas, (for example, the transferring of Personal Data to service providers for supporting the process of know your customers and checking customer status for identity proofing and authentication), or the destination countries may or may not have the same data protection standards as Thailand. We have taken steps and measures to ensure that your Personal Data is securely transferred, that the data recipients have suitable data protection standards in place, and that the transfer is lawful by relying on the derogations as permitted under the law.

## **6. OTHER DETAIL ABOUT YOUR PERSONAL DATA**

### **6.1. Cookies and how they are being use**

"Cookies" are tracking technologies that are used in analyzing trends, administering our websites, tracking users' movements around the websites, and remembering users' settings. If you visit our websites, we will gather certain information automatically from you by using Cookies.

Most internet browsers allow you to control whether or not to accept Cookies. If you reject the use of Cookies, your ability to use some or all the features or areas of our websites may be limited.

### **6.2. Personal Data of minors, incompetent persons or quasi-incompetent persons**

Our activities are not generally aimed at minors, incompetent persons and quasi-incompetent persons. However, if we receive these persons' Personal Data in any cases, we do not knowingly collect Personal Data from customers who



are minors without their parental or legal guardian consent, as a case maybe, when it is required, or from quasi-incompetent persons or incompetent persons without their legal guardian's consent.

In addition, if we are aware that we have unintentionally collected Personal Data from any minor without parental or legal guardian consent, as a case maybe, when it is required, or from quasi-incompetent person or incompetent person without their legal guardians' consent, we will delete it immediately or continue to process such Personal Data if we can rely on other legal bases apart from consent.

### **6.3. Personal Data related to third parties**

If you provide the Personal Data of any third party, such as your spouse and children, shareholders, directors, beneficiary, contact person, attorney-in-fact, e.g., their name, family name, email address, and telephone number and politically exposed persons. You should ensure that you have the authority to do so and to permit us to use Personal Data in accordance with this Privacy Policy. You are also responsible for notifying the third party of this Privacy Policy and, if required, obtaining consent from the third party or rely on other legal basis which allows us to lawfully collect, use and/or disclose Personal Data of such third parties.

## **7. HOW LONG DO WE RETAIN YOUR PERSONAL DATA**

We retain your Personal Data for as long as is reasonably necessary to fulfill the purposes for which we have obtained it as set out in this Privacy Policy, and to comply with our legal and regulatory obligations. However, we may have to retain your Personal Data for a longer duration, if required by applicable law as well as our internal policies or operational requirements and other necessities, such as in the event of a dispute.

## **8. RIGHTS REGARDING YOUR PERSONAL DATA**

Subject to the applicable laws and exceptions thereto, you may have the following rights regarding your Personal Data:

- a) **Access:** you may have the rights to access or request a copy of the Personal Data we are processing about you including information as to which categories of Personal Data we have in our possession or control;
- b) **Data Portability:** you may have the rights to obtain Personal Data hold about you, in a structured, electronic readable format or can be usable by tools or equipment that operate automatically for transmit your Personal Data to another data controller, where technically feasible, provided that the processing is based on your consent or necessary for the performance of a contract;
- c) **Objection:** in some circumstances, you may have the rights to object the means we process your Personal Data in certain activities which specified in this Privacy Policy;
- d) **Erasure or Destruction:** you may have the rights to request that we erase, destroy, or de-identify your Personal Data that we process about you, e.g., if the data is no longer necessary for the purposes of processing or withdraw the consent on which the collection or processing is based, and where we have no legal ground for such collection or processing or where the Personal Data has been unlawfully processed;
- e) **Restriction:** you may have the rights to restrict our processing of your Personal Data if you believe such data to be inaccurate, that our processing is unlawful, or that we no longer need to process this data for a particular purpose;
- f) **Rectification:** you may have the rights to have Personal Data that is incomplete, inaccurate, misleading, or out-of-date rectified;
- g) **Consent withdrawal:** you may have the rights to withdraw consent that was given to us for the processing of your Personal Data, unless there are restrictions on the right to withdraw consent as required by the law, or a contract that benefits you; and
- h) **Lodge a complaint:** you may have the right to lodge a complaint to the competent authority if you believe our processing of your Personal Data is unlawful or non-compliance with applicable data protection law.

If you wish to exercise any of your rights as specified above, please fill the request form in accordance with the form, method and channels provided by us or you may contact us to learn more detail about your right by contacting via "CONTACTING US" as specified below of this Privacy Policy.

Upon receiving the valid request from you, we will proceed with your request within the appropriate period or as required by the law. However, the period may be extended for a longer period due to reasons regarding your right that wish to exercise or complexity of your request. If we deny your request for exercising the data subject rights, we will advise you of the reason for the refusal.

## **9. LINK TO OTHER WEBSITES**

In the event that you use our website or mobile application, it may contain links to other platforms, websites, applications or third parties service providers. We could not ensure their contents and their operations and could not be held responsible for any collection, use, disclosure and/or cross-border transfer of your Personal Data by such platforms, websites, applications or service providers. In this regard you should verify the privacy policy of such platforms, websites, applications or any services which linked to our website or our application (if any) to acknowledge and understand their processes of collection, use, disclosure and/or cross-border transfer your Personal Data.



## 10. CHANGE TO THIS PRIVACY POLICY

From time to time, we may change or update this Privacy Policy to be in accordance with our actual practice and legal compliance. We encourage you to read this Privacy Policy carefully and periodically review any changes that may occur in accordance with the terms of this Privacy Policy on our website (<https://www.er-x.io>). We will notify you or obtain your consent again if there are material changes to this Privacy Policy, or if we are required to do so by law.

## 11. CONTACTING US

If you wish to contact us to exercise the rights relating to your Personal Data or if you have any queries or complaints about your Personal Data under this Privacy Policy, please contact us or our Data Protection Officer via the following detail:

### A. ERX Company Limited

- Address: 1788, Singha Complex Building, 27th Floor, Unit 2702-2708 New Petchaburi Road, Bang Kapi Subdistrict, Huai Khwang District, Bangkok 10310, Thailand
- Telephone: 02-080-6060
- Email: [dpo@erx.io](mailto:dpo@erx.io)

### B. Data Protection Officer

- Address: 1788, Singha Complex Building, 27th Floor, Unit 2702-2708 New Petchaburi Road, Bang Kapi Subdistrict, Huai Khwang District, Bangkok 10310, Thailand
- Telephone: 02-080-6060
- Email: [dpo@erx.io](mailto:dpo@erx.io)

This Privacy Policy was last updated on 14 January 2025

I have read and acknowledged the Privacy Notice and Privacy Policy which specifies how the Company collects, uses, discloses and/or transfers personal data for the above purposes.

Signature \_\_\_\_\_ Requester      Signature \_\_\_\_\_ Requester  
( \_\_\_\_\_ )                                      ( \_\_\_\_\_ )  
Authorized Director                                      Authorized Director



## SUITABILITY TEST FOR JURISTIC COMPANY

(Last updated: August 29<sup>th</sup> , 2022)

Company Name: \_\_\_\_\_

1. Your prior investment experience in securities. (Securities: Treasury bills, Government Bond, Bonds, Bills of Exchange, Stocks, Debenture, Structure note, Mutual Fund Unit)
  - a. Less than 1 year
  - b. 1-5 years
  - c. 6-10 years
  - d. More than 10 years
  
2. What is the proportion of your expenses compare to your revenue?
  - a. More than 75% of the revenue.
  - b. Between 50% and 75% of the revenue.
  - c. 25% to less than 50% of the revenue.
  - d. Less than 25% of the revenue.
  
3. What is your current financial status?
  - a. Less assets than liabilities.
  - b. Assets equal liabilities.
  - c. More assets than liabilities.
  - d. Almost no liabilities or no liabilities.
  
4. Have you ever invested in the following types of investment products? (You can choose more than 1 choice)
  - a. Bank deposits or Government bond or mutual funds investing in government bonds.
  - b. Debentures or mutual funds investing in Debt instrument.
  - c. Common stocks or Mutual funds investing in equity, or other high-risk assets.
  - d. Digital assets
  
5. What is your investment period target?
  - a. Less than 1 year
  - b. 1 to less than 3 years
  - c. 3-5 years
  - d. More than 5 years



6. What is your risk tolerance?
  - a. Focus on opportunity in preserving original investment safely and receiving small consistent return.
  - b. Focus on opportunity in receiving consistent return but may take risk of losing some original investment.
  - c. Focus on opportunity in receiving higher return but may take risk of losing more original investment.
  - d. Focus on highest long-term return but may take risk of losing most of the original investment.
  
7. Which investment portfolio are you most willing to invest in?
  - a. Investment portfolio 1 (has a chance to receive 5% but may lose up to 1%.)
  - b. Investment portfolio 2 (has a chance to receive 10% highest return but may lose up to 5%)
  - c. Investment portfolio 3 (has a chance to receive 25% highest return but may lose up to 15%)
  - d. Investment portfolio 4 (has a chance to receive 50% highest return but may lose up to 100%)
  
8. If you invest in assets that have chances to receive high return but also have chances to receive high loss, how would you feel?
  - a. Worried and afraid of loss.
  - b. Uneasy but somehow understand.
  - c. Understand and accept a certain level of the fluctuations.
  - d. Not concerned about the large potential loss and expect that the return may increase.
  
9. In which proportion will you be anxious or unacceptable when the value of your investment has decreased?
  - a. 5% or less
  - b. More than 10%-15%
  - c. More than 15%-25%
  - d. More than 25%
  
10. Last year, you invested 100,000 Baht. This year, the value of your investment decreased to 85,000 Baht. What will you do?
  - a. Panic and want to sell the remaining investment.
  - b. Worried and will change some investment into less risky assets.
  - c. Continue holding the investment and wait until the investment rebounds.
  - d. Remain confident since it is long-term investment and will invest more to average cost.



**Scoring Criteria**

Select answer a) = 1 point / Select answer b) = 2 points

Select answer c) = 3 points / Select answer d) = 4 points

For question No.4, if choose more than one answer, score will be counted from the answer with highest score

**Suitability Test Results**

Total Score	Level	Investor Category
Less than 15	1	Low Risk
15-21	2	Low Medium
22-29	3	High Medium
30-36	4	High Risk
More than 37	5	Very High Risk / Very High Potential Risk

**Samples of asset allocation**

Investor Type	Allocation of Investment in Digital Assets
Low Risk	<1%
Low Medium	<5%
High Medium	<10%
High Risk	<15%
Very High Risk / Very High Potential Risk	<20%

For the investment allocation in securities, investor can obtain advice on investment allocation from securities business operators.

Trading digital assets is associated with high risk, and may not be suitable for all investors. Before making decision on investment, you should carefully consider your investment objectives, level of experience, and risk appetite. This is because you could possibly loss some or all of your initial investment and therefore you should not invest than what you cannot afford to lose. You should be aware of all the risks associated with trading in digital assets.

I, hereby, to accept the risk from investment in digital asset and confirm to invest in digital asset even though my SUIT TEST score is less than 37 points

Performed by .....Authorized Director  
(\_\_\_\_\_)

Performed by .....Authorized Director  
(\_\_\_\_\_)

<p><u>For Staff</u></p> <p>Total score earned.....</p> <p>Reviewed by.....</p> <p>Date..... /..... /.....</p>
---

Date\_\_\_\_\_



## KNOWLEDGE TEST FOR JURISTIC INVESTOR

Corporate Name: \_\_\_\_\_

1. Which of the following is correct about the characteristics of cryptocurrencies and digital tokens?
  - a. Cryptocurrencies and digital tokens can be both electronic and non-electronic units of data.
  - b. Cryptocurrencies can be used as a medium for exchanging goods or services, while digital tokens are created to assign the right to acquire goods or services or other rights to the holder.
  - c. Securities created on the blockchain are not considered securities (e.g., stocks, debentures, etc.) but are considered cryptocurrencies and digital tokens.
  - d. Stablecoins are not cryptocurrencies and digital tokens.
  - e. All above are correct.

**Hints:**

Cryptocurrencies and digital tokens are electronic data units. Cryptocurrencies can be used as a medium for the exchange of goods or services, while digital tokens are created to assign the right to acquire goods or services or any other rights to the holder. However, if the characteristics of cryptocurrencies or digital tokens are similar to securities, it shall not be regarded as digital assets and will be subject to securities laws. Cryptocurrencies or digital tokens may also have mechanisms to retain value for money or other assets (stablecoins).

2. Which of the following is correct?
  - a. Digital tokens are less risky than secured bonds because investors are guaranteed to receive the principal back and receive better returns than secured bonds.
  - b. Bitcoin is a digital token.
  - c. Profits from cryptocurrency trading aren't subject to a capital gains tax.
  - d. Investors are not protected by Thai law from investing in digital tokens that are offered for sales offshore and issued by foreign companies.
  - e. All above are correct.

**Hints:**

Digital tokens may carry a higher risk than equities and secured bond because investors may not receive principal back. Digital tokens are different from cryptocurrencies. Cryptocurrencies can be used for the as a medium of exchange for the acquisition of goods, services or any other rights, or the exchange between digital assets.

3. What is blockchain technology?
  - a. Blockchain technology is characterized by the storage of data at different intervals like a continuous chain. All data will be copied and distributed to users of the system.
  - b. Technology that is used for cryptocurrencies and digital tokens trading transactions.
  - c. Technology that does not require intermediaries but let all those who participate in the blockchain network verify the information with each other. This makes it difficult to edit data on blockchain technology or almost impossible.



- d. Technology that can be developed to smart contracts to be used to process conditions in an If-Then model to complete transactions.
- e. All above are correct.

**Hints:**

Blockchain technology does not rely on intermediary to monitor and verify transaction data. Instead, the technology uses cryptographic proof instead of trust on the third party. This makes it difficult to steal or modify data. The Blockchain technology is characterized by the storage of data at different intervals like a continuous chain. All data will be copied and distributed to users of the system. In addition, Blockchain also has other benefits, including it can be developed to smart contracts to be used to process conditions in an If-Then model to complete transactions.

4. Where can an investor store his/her cryptocurrencies and digital tokens?
- a. Bank account
  - b. Hot Wallet
  - c. Security Account
  - d. Cold Wallet
  - e. b and d are correct

**Hints:**

Cryptocurrencies and digital tokens cannot be deposited in bank account or securities account. Investors can store cryptocurrencies or digital tokens in their digital wallet. Digital wallet can either be connected to the network (Hot Wallet) or connected to the network only when making a transaction (Cold wallet). In addition, investors may choose to store cryptocurrencies and digital tokens with digital asset depository providers (Digital Asset Custodian).

5. Which of the following is incorrect about Hot Wallet and Cold Wallet?
- a. Investors must always check Destination Wallet Address before transferring digital assets from Hot Wallet and Cold Wallet.
  - b. Cold wallet is considered more secure than Hot Wallet
  - c. If the private key of Hot Wallet or Cold Wallet is accessed or disclosed to unaffiliated persons, investors should move assets to another location immediately.
  - d. The investors should store their private keys with a cloud service provider.
  - e. Digital Asset business in Thailand keeps most of the investors' digital assets in Cold Wallet and Digital Asset Custodian

**Hints:**

Choice d. is incorrect because private key is like a private password or ATM code that users use it to access or transfer digital assets in their wallet. Therefore, private key is important and must be kept carefully. If others find out, they will be able to access or transfer that digital asset and if it is lost, the user will no longer be able to access that digital asset. The safe storage method is that it should not be stored in the Internet network since such information may leak.

6. Which of the following is correct about the cryptocurrency market?
- a. Economic conditions have no impact on the cryptocurrency market.
  - b. Price volatility in Bitcoin price has an effect on the changes in the price of other cryptocurrencies.
  - c. Price of the stablecoins will be stable and never change over time.



- d. Making money in the cryptocurrency market is easy and investors do not need knowledge of the cryptocurrency.
- e. None of the above is correct.

**Hints:**

Cryptocurrency market is the market that can vary with economic conditions, such as inflation, which can cause cryptocurrency prices to decrease. However, in normal conditions, cryptocurrencies prices can also fluctuate according to the price of Bitcoin. Many people may mistakenly believe that buying stablecoins will not result in losses because if the mechanism to maintain the stablecoins' value starts to malfunction. It will affect the price of that stablecoins as well, so investors should carefully understand before deciding to invest in cryptocurrencies.

- 7. What are the factors that affect the fundamental valuation of digital assets?
  - a. Whether there is a maximum supply of coins or unlimited supply.
  - b. Whether the smart contracts are verified by a trusted auditor.
  - c. A model for utilizing digital assets or their rights, for example using a centralized financial system, to support the voting power, etc.
  - d. The returns of holding digital assets.
  - e. Price volatility.

**Hints:**

E is in correct as price fluctuations cannot tell the basic value of digital assets.

- 8. Which of the following portfolio allocations correctly reflects an investor's risk appetite?
  - a. Can tolerate 10% loss of invested capital: invest 10% in cryptocurrencies.
  - b. Can tolerate 20% loss of invested capital: Invest 20% in cryptocurrencies.
  - c. Can tolerate 50% loss of invested capital: invest 50% in cryptocurrencies.
  - d. Can tolerate 100% loss of invested capital: invest 100% in cryptocurrencies.
  - e. All above are correct.

**Hints:**

Cryptocurrency is highly risky; investors may lose all investment money. If investors can take less risks, they should hold a larger proportion of cash than digital assets. If investors can take a lot of risk, you can invest in digital assets in a larger proportion than holding cash.

- 9. What is a smart contract?
  - a. An agreement between digital token buyers and sellers on the secondary market.
  - b. A government agency database that stores a list of digital token holders.
  - c. Digital processes that predetermine the rights of the investors, conditions, and procedures .
  - d. Code or password for accessing the digital asset trading systems.
  - e. All above are correct.

**Hints:**

A smart contract is a digital process used to automatically determine the investor's rights, conditions and transaction processes when specific conditions are met in the future.



10. What are the rights or rewards that investors will receive from investing in digital tokens?
- a. Interest
  - b. Right to vote as a shareholder
  - c. Right to convert digital tokens into common shares
  - d. Returns as specified in the prospectus (whitepaper) such as revenue sharing
  - e. All above are correct

**Hints:**

Returns on investment in digital tokens is stated in the prospectus (whitepaper). Investment tokens are electronic data units created to determine the rights of individuals in joint investment in the project or any business such as a share of revenue from the project.

11. Which of the following is correct? (Please read all options before answering)
- a. Investing in digital tokens cannot consider only at returns; investors also need to study related risks.
  - b. Digital token projects that have a high investment ratio of institutional investors can be ensured that you can invest in those projects without having to study the information first.
  - c. Digital token issuers are not required to report project results to investors.
  - d. The digital token holders are the owner of the digital token issuing company. They have equal rights as shareholders.
  - e. Digital token holders have rights to possess assets of digital token issuing companies in case of liquidation or bankruptcy.

**Hints:**

Investing in digital tokens cannot consider only at returns; investors also need to study related risks before making an investment decision. Investors should study the information in the prospectus to understand the product characteristics, conditions, returns and related risks.

12. What are the risks of investing in digital tokens?
- a. Projects may not be as successful as expected.
  - b. Digital tokens may have low trading liquidity.
  - c. Investors may not receive a return of principal.
  - d. Investors in digital tokens may have a greater chance of losing money than investing in other certain securities.
  - e. All above are correct.

**Hints:**

Even if the projects are screened by ICO Portal and have been authorized to offer digital tokens from the SEC, the project has a chance of not being successful as anticipated. As a result, digital tokens may have a chance to have low liquidity and investors may not receive a return of principal. There is also a chance of losing money more than investing in other types of assets, certain types of securities.

Signature \_\_\_\_\_ Requester  
( \_\_\_\_\_ )  
Authorized Director

Signature \_\_\_\_\_ Requester  
( \_\_\_\_\_ )  
Authorized Director

## POWER OF ATTORNEY

Written at \_\_\_\_\_

Date \_\_\_\_\_

I, \_\_\_\_\_ Company registration number \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

Hereby authorize

Mr.  Mrs.  Ms.  Others

\_\_\_\_\_

ID card  Passport  Immigration card

Card number \_\_\_\_\_

In the case of Non-Thai Attorney-in-fact: Country \_\_\_\_\_ Current address in Thailand  
(if Non-Thai Attorney-in-fact resides outside of Thailand please provide current address)

Hereinafter referred to as "Attorney-in-fact" is a general attorney to trade digital assets or deposit and withdraw assets on behalf of the authorized person. Whereby the attorney has the power to do any and all acts on behalf of the attorney as follows:

1. Trade all digital assets of all types listed on ERX exchange.
2. Deposit, withdraw, transfer and accept fiat and digital assets in ERX exchange.
3. Make payments for the purchase or sale of digital assets, including fees and expenses from transactions under Clause 1 and Clause 2
4. Request for liabilities and/or asset balance confirmation and confirmation to a third party

the grantor agrees to take responsibility of any act that the authorized person as agreed in this document, as if it has been done in person. This power of attorney does not permit the attorney-in-fact to delegate any authority. Both parties have provided signatures for evidence.

Signature \_\_\_\_\_ Principle

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

Signature \_\_\_\_\_ Principle

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

Signature \_\_\_\_\_ Attorney-in-fact

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

Signature \_\_\_\_\_ Witness

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

Signature \_\_\_\_\_ Witness

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