



2<sup>nd</sup> December 2022

Dear AAPL80X holders,

Subject: Invitation to the 1st Extraordinary General Meeting

#### **Attachment**

- 1. User Manual e-Shareholder Meeting System
- 2. Proxy Form A, B, and C
- 3. Privacy Policy

Krung Thai Bank Public Company Limited as an issuer of the Depositary receipt on Apple Inc (AAPL80X) has decided to hold the 1<sup>st</sup> Extraordinary General Meeting on Tuesday 13<sup>th</sup> December 2022 at 09.00-10.00 hours through electronic meeting (E-meeting) in order to consider on the agenda as follows:

 To consider approving the revision of Terms and Conditions regarding "Protection measures for DR holders if the DR issuer fails to distribute the DR holding accordance with the SET's requirements" and "Delisting the DRs from SET"

#### Objective and rationale

If the DR issuer has the sole option to delist the DRs from SET, it may not efficiently meet DR holders' need in case that the DR holders would like to retain his/her rights on his/her DR holding thereof. To develop the best benefits to the DR holders, the DR issuer, who is obligated to issue the DRs, would like to provide the additional option to DR holders; the DR holders can cash in their DRs units by selling to the DR issuer, provided that if any DR holders have no intent to retain the DR holding, the DR holders can inform the DR issuer and the DR issuer shall purchase such DRs. In addition, the DR issuer shall also provide the alternative option to redeem the DRs and ensure that the market making duty will be performed and announced as required by SET.

#### Opinion of the issuer

It is appropriate to call the meeting of the DR holders to consider approving the revision of Terms and Conditions regarding "Protection measures for DR holders if the DR issuer fails to distribute the DR holding in accordance with the SET's requirements" and "Delisting the DRs from SET".



The details of the proposed revision of Terms and Conditions are as follows.

Terms and Conditions	Original Wo	
(AAPL80X)		
Protection measures for DR	In the event th	

# 10. Protection measures for DR holders if the DR issuer fails to distribute the DR holding in accordance with the Stock Exchange of Thailand's requirements.

#### riginal Wording Prop

In the event that the DR issuer fails to distribute the DR holding in accordance with the Stock Exchange of Thailand's requirements, the DR issuer shall delist the depositary receipt from the Stock Exchange of Thailand (the "SET") in accordance to clause 7 of the Terms and Conditions.

The DRs will be delisted in accordance with the SET regulations that are in effect when the DRs are delisted from the SET. While the DRs are being delisted from the SET, DR holders may redeem the DRs in accordance with clause 6 of the Terms and Conditions.

The DR issuer will at its discretion sell all foreign securities that are outstanding after the effective date of the delisting at a price that may not be the best prevailing price. The DR issuer will disclose information about the cash price in Thai Baht that it calculates using the commercial bank's foreign exchange rate that it considers appropriate. The price to be announced in the disclosure will be less the amount of expenses incurred in selling the foreign securities and applicable administrative expenses. The DR issuer will calculate all expenses and apply them proportionately to

#### **Proposed Wording**

10.1 The DRs can be purchased by the DR issuer, if the DR holders show his/her intent to the DR issuer. The DR issuer will at its discretion sell those foreign securities at a price that may not be the best prevailing price, or may calculate the purchased price by comparing with At-the-Close (ATC) price of the underlying securities. In this event, the DR holders will receive cash in Thai Baht calculated using the commercial bank's foreign exchange rate that the issuer considers appropriate, after the deduction of expenses incurred in selling the foreign securities and applicable administrative expenses. The issuer will disclose the relevant information through any channel specified by SET.

10.2 The DR issuer will provide the redemption channel for the DR holders who wish to redeem the DRs as prescribed by clause 6 under the Terms and Conditions. The DR issuer shall disclose the relevant details through any channel in accordance with the Stock Exchange of Thailand's requirements.

10.3 The DR issuer or the issuer's designated person will act as a market maker until the DR issuer can distribute DR holding in accordance with the Stock Exchange of Thailand's requirements. Throughout such time, the issuer will disclose the



	u	
	the number of DRs before	market maker's performance on
	sending the proceeds after the	monthly basis within 3 (Three)
	deduction to DR holders within	business days from the last date of
	7 (seven) business days after all	each month through any channel
	foreign securities are sold.	specified by SET. The details of
		market making duty will be in
		accordance with the information
		disclosed in this Terms and
		Conditions.
7.1 Delisting the DRs from SET	If the DR issuer fails to	In the event that the issuer wishes
	distribute the DR holding in	to delist the DRs from SET, the DR
	accordance with the Stock	issuer shall proceed accordingly as
	Exchange of Thailand's	follows;
	requirements, or the issuer	
	wishes to delist the depositary	
	receipt from SET, the issuer	
	shall proceed accordingly as	
	follows;	

#### 2. Other matters (if any)

The Bank has prepared access to related documents via QR Code, However, if any holder would like to have a hard copy documents, they may request it from Krung Thai Bank PCL., Markets Solutions and Innovation, 8<sup>th</sup> Floor, Nana-Nua Building, No.35 Sukhumvit Road, Klongtoey-Nua Sub-district, Wattana District, Bangkok 10110, Tel. 0-2208-4669, or E-mail Address: gm-dr@krungthai.com

The Bank has fixed the Record Date on which the holders have the rights to attend the  $1^{st}$  Extraordinary General Meeting on  $24^{th}$  November 2022.

All DR holders are hereby invited to attend the Meeting as scheduled above.

Yours Sincerely,

havin boonyamo om

(Mr. Rawin Boonyanusasna)

Senior Executive Vice President

Head of Global Markets Group

Krung Thai Bank Public Company Limited



#### The Arrangement of 1st Extraordinary General Meeting as described in

# <u>Terms and Conditions Governing Rights and Obligations of the Issuer and the Depositary</u> <u>Receipts' Unitholder</u>

- 5. Meeting and resolution seeking
- 5.1 To call for the Meeting

In the event that the DR issuer wishes to summon the DR holders for a meeting, the DR issuer will fix the register's closing date to suspend any DR transferring in order to set up the meeting. The DR issuer will notify SET at least 5 (Five) business days prior to the register's closing date and also provide the written notice to the DR holders as specified in the Terms and Conditions, provided that the DR issuer must arrange the meeting within 30 business days from the Record Date thereof. The DR issuer shall distribute the meeting's invitation letter to DR holders at least 7 (Seven) days but not more than 14 (Fourteen) days before the meeting. In this regard, the meeting's invitation letter must contain the date, time, venue, agenda, criteria, and rationale provided that the DR issuer must distribute the meeting's invitation letter to each DR holder according to names and address as described in the DR's register.

When one or more DR holders hold depositary receipts totaling not less than 25 (Twenty Five) percent of the total depositary receipt units that have not yet been redeemed, DR holders can jointly request in writing the DR issuer to summon the meeting at any period, given that there is/are the reason(s), or objective(s) specified in such writing. The DR issuer, thus, can fix the register's closing date, and suspend any DR transferring to set up the meeting. The DR issuer will notify SET at least 5 (Five) business days before the register's closing date and also provide the written notice to the DR holders as specified in the Terms and Conditions, provided that the DR issuer must arrange the meeting within 30 (Thirty) business days from the Record Date thereof. The DR issuer shall distribute the meeting's invitation letter to DR holders at least 7 (Seven) days but not more than 14 (Fourteen) days before the meeting. In this regard, the meeting's invitation letter must contain the date, time, venue, agenda, criteria, rationale, and who calls for the meeting. DR issuer must distribute the meeting's invitation letter to each DR holder according to name and address as described in the DR's register.

5.2 The qualified meeting attendees to attend the meeting

The qualified meeting attendee consists of the following person(s);

5.2.1 DR issuer and DR holders as listed in the DR's register as of the Record Date;



- 5.2.2 DR holders shall appoint any other DR holder or any person as a proxy to attend the meeting and cast the vote on his/her behalf by signing the proxy form (pursuant to the proxy form provided by the DR issuer in the meeting invitation letter). The DR holders must submit the proxy form to the DR issuer within 24 (Twenty Four) hours prior to the meeting's time;
- 5.2.3 The financial advisor, legal advisor, or any related person, involving with the meeting agenda, who have been requested from the DR issuer to attend and participate in the meeting; and,
- 5.2.4 Any person who is permitted by the chairman of the meeting to observe during meeting.

#### 5.3 Quorum

To consider the agenda and cast the vote in the meeting, the Quorum must be constituted of 2 (Two) or more DR holders, holding not less than 25 (Twenty Five) percent of the total depositary receipt units that have not yet been redeemed. In case of incomplete quorum, the next meeting arrangement can constituted of at least 2 (Two) DR holders, regardless of DR holding percentage.

#### 5.4 Chairman of the Meeting

The DR issuer or the assigned person by the DR issuer shall act as the chairman of the meeting. If 45 minutes have elapsed after the appointed time of the meeting but the chairman of the meeting fails to attend, the attendees shall cast the vote and appoint one of the DR holders to be the new chairman of the meeting.

#### 5.5 Postponement of the meeting

- 5.5.1 If 45 minutes have elapsed after the appointed time of the meeting but the DR holders attending the meeting do not constitute a quorum;
- 5.5.1.1 In the event that the meeting was summoned upon by the DR issuer, the DR issuer can disregard, or the new meeting date shall be held at least 7 (Seven) days but not more than 14 (Fourteen) days from the date of the postponed meeting using the same previous agenda.
- 5.5.1.2 In the event that the meeting was summoned upon the request of the DR holders, the meeting shall be called off.
- 5.5.1.3 If the new meeting has been rescheduled (due to failure to constitute the quorum in the previous meeting) and the DR holders attending the meeting do not constitute a quorum, the meeting shall not be rescheduled in any cases.



5.5.2 The DR issuer shall prepare the new meeting invitation and submit it to the DR holders who were previously on the meeting name list not less than 3 (Three) days before the new meeting date (excluding the sending date and the meeting date). The new meeting invitation must contain the date, time, venue, agenda, and required quorum for the new meeting.

#### 5.6 Resolutions

- 5.6.1 Any resolution in each agenda must be made by voting in that each DR holder or proxy shall obtain all vote(s) proportionately to the DR holding (DR units). In case of equality of votes, the chairman of the meeting shall additionally cast a deciding vote besides the voting rights that the chairman might have as the DR holder, and/or the proxy.
- 5.6.2 To approve the agenda, a simple majority vote of DR holders attending the meeting and casting their votes is required
- 5.6.3 A DR holder that has conflicts of interest in any particular agenda discussed in the meeting cannot vote on such agenda; besides, some person(s) who also has no voting rights are as follows;
  - (a) DR issuer
  - (b) The affiliates of the DR issuer

, provided that the definition of "Affiliates" shall comply with the Notification of the Office of the Securities and Exchange Commission [Re: The Offering and Sales of the Securities].

#### 5.7 The meeting minutes

The DR issuer shall prepare and disclose the meeting minute with the chairman's signature on it within 14 (Fourteen) days from the meeting date through SET or the DR issuer's website. The DR issuer shall keep the original copy of such meeting minutes at the head office, so the DR holder can access such minutes during DR issuer's business hours/days.



# Identity Verification, Registration, and attending procedures for the 1st Extraordinary General Meeting of the Depositary receipt on Apple Inc (AAPL80X) via DAP e-Shareholder Meeting

The meeting attendance must register via the provided channels under the stated terms and conditions to receive the Username and Password which are required to attend the e-Meeting on the meeting day.

Registration channels are as follows:

Channel 1: via e-Regitration

For self-attending DR holders (Thai person, Foreign person, and Juristic person), please register via e-Registration. The registration period starts from 8.00 am on  $2^{nd}$  December 2022 to 4.00 pm on  $9^{th}$  December 2022 through the URL or QR Code below.

 https://portal.eservice.set.or.th/Account/Login?refer=xIKSZxmB2Vt2VVFuumU4RZo2 u3wmdMWyVZisqrlGWwwv453FKfQ1nQ%3d%3d



Please strictly follow the procedures in Attachment 1 (User Manual e-Shareholder Meeting System).

Channel 2: via documents submission

For self-attending DR holders (Thai person, Foreign person, and Juristic person) who cannot register via e-Registration (channel 1), please submit the documents to Email Address: <a href="mailto:gm-dr@krungthai.com">gm-dr@krungthai.com</a> within 4.00 pm on 9<sup>th</sup> December 2022.

For proxy attendance, please register by submitting the documents to the address 24 hours prior to the meeting time.



Krung Thai Bank Public Company Limited.

Markets Solutions and Innovation Team (Fl.8)

35 Nana-Nua Building, Sukhumvit Road,

Klong Toey Nua Subdistrict, Wattana District,

Bangkok 10110

#### Required documents for identity verification

- 1. Natural Person
- 1.1 Personal attendance:
  - 1.1.1 A copy of a document issued by a government agency with the DR holder's photograph which has not yet expired, such as an ID card, Driving License, and Passport, certified as a true and correct copy by the DR holder. In case of any changes of name-surname, evidence of such changes shall be presented, such as the Certificate of First Name Change; Certificate of Surname Change Registration. <a href="In accordance with the Privacy Policy">In accordance with the Privacy Policy</a>, please conceal sensitive data such as religion and blood type in the provided document.
- 1.2 Proxy:
  - 1.2.1 The proxy form which is completely filled, and signed by the grantor and the proxy.
  - 1.2.2 A document of the grantor issued by a government agency as detailed in clause
  - 1.1.1, certified as true and correct by the grantor.
  - 1.2.3 A document of the proxy issued by a government agency as detailed in clause
  - 1.1.1, certified as true and correct by the proxy.
- 2. Juristic Person
- 2.1 Personal attendance by authorized person(s):
  - 2.1.1 A copy of the Affidavit of the juristic person, issued by the Ministry of Commerce, in the period of not more than a year prior to the meeting. Such document must be certified as true and correct copy by the authorized person(s), affixed with the company seal (if any); for juristic persons incorporated under foreign law, the document must be issued by a government agency in a country where the juristic person is located, in the period of not more than one year prior to the meeting. Such



document must be certified as a true and correct copy by the authorized person(s), affixed with the company seal (if any).

2.1.2 A copy of the identity document issued by a government agency and signed by the authorized person(s) as detailed in clause 1.1.1

#### 2.2 Proxy:

- 2.2.1 The proxy form which is completely filled in and signed by the authorized person(s), affixed with the company seal (if any), and signed by the proxy.
- 2.2.2 A copy of the Affidavit of the juristic person, issued by the Ministry of Commerce, in the period of not more than a year prior to the meeting. Such document must be certified as true and correct copy by the authorized person(s), affixed with the company seal (if any); for juristic persons incorporated under foreign law, the document must be issued by a government agency in a country where the juristic person is located, in the period of not more than one year prior to the meeting. Such document must be certified as a true and correct copy by the authorized person(s), affixed with the company seal (if any). The document in clause 2.2.2 must contain particulars that the authorized person(s) affixing signature(s) on the Proxy Form is(are) duly authorized.
- 2.2.3 A copy document of the authorized signatory of the company issued by a government agency as detailed in clause 1.1.1 above, certified true and correct by the authorized person(s).
- 2.2.4 The proxy's document issued by a government agency as detailed in clause 1.1.1 above, certified true and correct by the proxy.
- 3. Foreign DR holders Appointing a Custodian in Thailand:
  - 3.1 All documents similar to those of the juristic person incorporated under foreign law, clause 2.2.1 2.2.4 above.
  - 3.2 The Power of Attorney granted by the DR holder authorizing the custodian to sign the Proxy Form on his/her behalf.
  - 3.3 The letter certifying that the custodian is permitted to engage in the custodian business.

#### Note

1. Allocation of shares to several Proxies to vote in the Meeting is not allowed. The DR Holder has to authorize the Proxy to cast the votes only for all the shares held by it.



Authorization of vote less than the total number of holding shares is not allowed except for the Custodian appointed by the Foreign Investor in accordance with Proxy Form C.

- 2. Please affix the 20 Baht of stamp duty, specify the date of the Proxy Form then cross that stamp duty. For your convenience, the Bank will facilitate in affixing the stamp duty when registeringo attend the Meeting.
- 3. In the case of a juristic person, if the person who signs the proxy form is not the authorized person(s), the juristic person must provide the Power of Attorney showing that the meeting attendee is duly authorized to attend the meeting and to vote.

#### Procedures to attend the meeting via DAP e-shareholder Meeting

- 1. For an uninterrupted meeting, please prepare compatible electronic devices and programs/systems such as
  - PC Computer/ Notebook/ Tablet/ Mobile phone
  - Web Browser: Chrome (recommended)/ Safari/ Internet Explorer
  - Internet Speed: minimum 10 Mbps
- 2. Meeting attendees can access the meeting via the URL sent to the given email address, or at <a href="https://portal.eservice.set.or.th">https://portal.eservice.set.or.th</a>
- 3. Meeting attendees can search for the desired meeting from the Company Name/ Meeting type, etc., and click "Join Meeting"

Meeting attendees can study more information from Attachment 1 (User Manual e-Shareholder Meeting System)

#### **Voting Procedures and Votes Counting Rules**

#### Voting Procedures

The Bank has provided the system of electronic voting (e-Voting), as follows.

- 1. The Bank stores the data of all unitholders or proxies voting who attend the meeting.
- 2. Chairman of the meeting shall propose the unitholders to cast their votes for each agenda item within a specific period. Unitholders shall proceed to vote by
  - I. Clicking "Approve" in case that the unitholders would like to approve the Agenda.
  - II. Clicking "Disapprove" in case that the unitholders would like to disapprove the Agenda.



- III. Clicking "Abstain" in case that the unitholders would like to abstain from voting on the Agenda.
- IV. Any unitholder who does not proceed with any action from I, II, and III will be assumed to approve the Agenda.

#### **Votes Counting Procedure**

In approving each agenda, a simple majority vote of the unitholders attending the meeting and casting their votes is required (Terms and Conditions, clause 5.6.2). However, in case of equality of votes, the chairman of the meeting shall additionally cast a deciding vote besides the voting rights that the chairman might have as the DR holder, and/or the proxy (as described under Terms and Conditions in clause 5.6.1).

Unitholders can cast their votes by assigning the proxy to attend and vote on their behalf whereby the Proxy Form (completely filled, and signed by the grantor and the proxy) is presented to the Bank. The Proxy Forms can be found in Attachment 2 (Proxy Form A, B, and C).

#### **Submission of Questions in advance**

The Bank has facilitated the unitholders' expression of opinions or submission of questions in advance. Please submit the questions through the email address gm-dr@krungthai.com within December 9, 2022. However, the unitholders can also submit questions during the meeting through the DAP e-Shareholder Meeting system.

#### **Privacy Policy**

In order to organize the 1st Extraordinary General Meeting via DAP e-Shareholder Meeting, Krung Thai Bank Public Company Limited may collect, use, and disclose the personal data of DR holders to comply with Personal Data Protection Act and provide service to DR Holders to attend the Meeting. The DR holders' personal data shall be protected under the Privacy Policy as described in Attachment 3 (Privacy Policy).



### **QR Code**

For downloading documentation for the 1<sup>st</sup> Extraordinary General Meeting of the Depositary receipt on Apple Inc (AAPL80X) in digital format, please scan the below QR code



# User Manual e-Shareholder Meeting System



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Resetting password



# Preparation for DAP e-Shareholder Meeting



For registration, please prepare an electronic device with a camera.







Notebook



Tablet



et Mobile



π

Access to DAP e-Shareholder Meeting via Web Browser.



Google Chrome (recommended)



Safari



Internet Explorer

### Documents required for registration

#### Individual shareholder

or



ID Card



**Passport** 

#### Juristic person



Juristic person certificate



ID Card



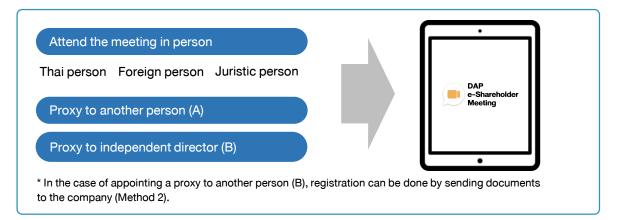
**Passport** 

## Preparation for DAP e-Shareholder Meeting



Registration methods for attending the shareholder meeting

e-Registration via DAP e-Shareholder Meeting system



# Register by sending documents to the company\*

For registration, shareholders submit the documents for identity verification to the company, as specified in the invitation to the shareholders' meeting

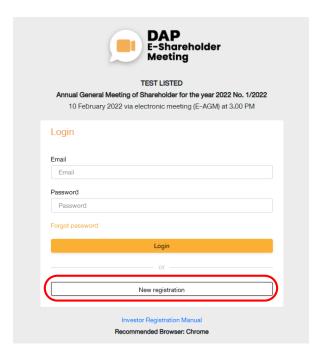
The company officer will check the information and proceed registration. The system will inform the shareholders of the registration result and username for attending the meeting.

\*Please study the details of registration such as document list / document submission, as specified in the invitation to the shareholders' meeting

#### In case of proxy

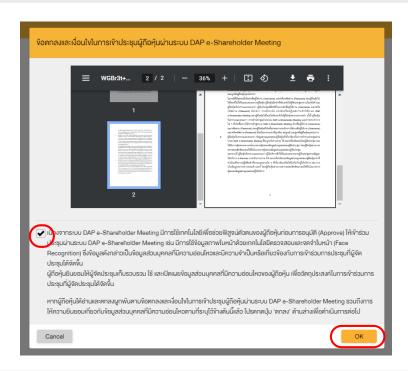
For shareholder who is unable to attend the meeting, they may appoint a proxy. Please find more information about proxy in the invitation letter to shareholders' meeting.

# Steps of e-Registration



Log in to register from the registration link provided in the invitation to the shareholders' meeting.

1. Click "New registration"

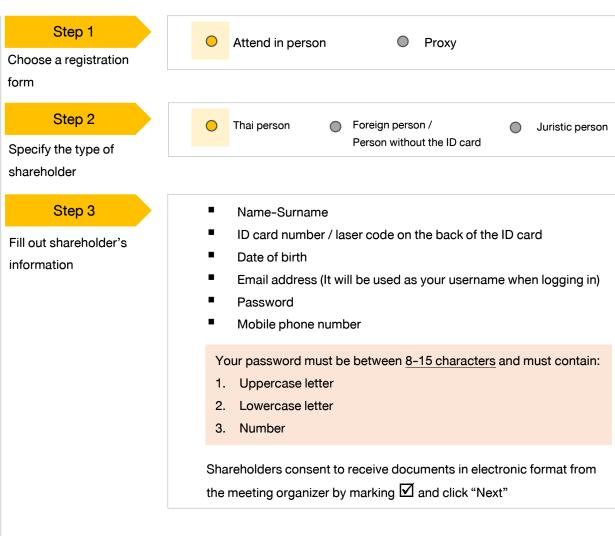


Shareholders accept the terms and conditions for attending the shareholders' meeting via DAP
e-Shareholder system by marking ✓ and click "OK"

2

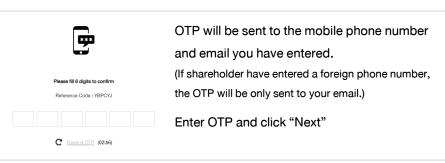
# Steps of e-Registration

#### 2.1 Attend the meeting in person – Individual person with the ID Card



Step 4

**Enter OTP** 

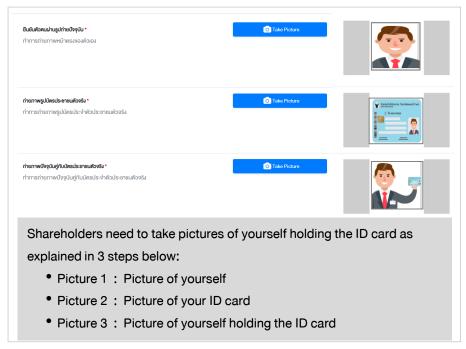


# Steps of e-Registration

#### 2.1 Attend the meeting in person – Individual person with the ID Card

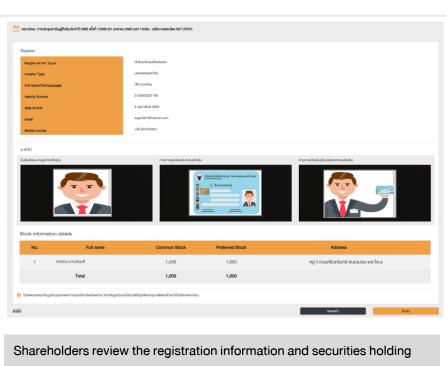
#### Step 5

Take pictures of yourself



#### Step 6

Review registration and securities holding information



information. If the information is correct, click "Submit"

## Steps of e-Registration

#### 2.2 Attend the meeting in person - Foreign person / Person without the ID card OR Juristic Person

#### Step 1 Attend in person Proxy Choose a registration form Step 2 Thai person Foreign person / Juristic person Person without the ID card Specify the type of shareholder Foreign person / Juristic person Person without the ID card Juristic person Name (Company Step 3 Name) Name-Surname Registration Number Passport / Non-Thai ID / Fill out personal Juristic person representative Government Officer Number information: ID card number / laser information Email address (It will be used as code on the back of the ID card and your username when logging in) date of birth Password Email address (It will be used as Mobile phone number your username when logging in) **Password** Mobile phone number Your password must be between 8-15 characters and must contain: 1. Uppercase letter 2. Lowercase letter Number 3. Shareholders consent to receive documents in electronic format from the meeting organizer by marking ✓and click "Next" OTP will be sent to the mobile phone number and Step 4 9 email you have entered. **Enter OTP** (If shareholder have entered a foreign phone number, the OTP will be only sent to your email.) Enter OTP and click "Next" C Resent OTP (02:56) Step 5 Take a picture of yourself and Upload attachments as specified Take a picture of in the invitation letter 6 6 Winani Wá upload attachments as specified yourself / Attach files in the invitation letter 🏻 🏠 อัพโทสตโฟล์

Step 6

Review registration and securities holding information Shareholders review the registration information and securities holding information. If the information is correct, click "Submit"

2

# Steps of e-Registration

#### 2.3 Proxy to another person (A)

#### Step 1

Choose a registration form

Attend in person

Proxy

Proxy to independent director (B)

#### Step 2

Specify the type of proxy

# Proxy to another person (A)

#### Step 3

Fill out the information of the shareholder
who appoints a proxy and enter OTP

- Name-Surname
- ID card number / laser code on the back of the ID card
- Date of birth
- Email Address
- Mobile phone number

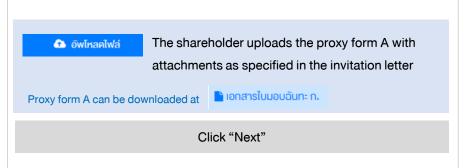
Shareholders consent to receive documents in electronic format from the meeting organizer by marking ✓ and click "Next"

Enter OTP

#### Step 4

Fill out proxies information

- Name-Surname / Age
- ID card number / Address
- Email Address
- Mobile phone number



#### Step 5

Review registration and securities holding information

Shareholders review the registration information and securities holding information. If the information is correct, click "Submit"

Proxies will receive an email with the initial password.

Proxies will have to reset a new password before logging in to DAP e-Shareholder Meeting

2

## Steps of e-Registration

#### 2.4 Proxy to independent director (B)



Choose a registration form

#### Step 2

Specify the type of proxy

#### Step 3

Fill out the information of the shareholder who appoints a proxy and enter OTP

#### Step 4

Specify the name of the independent director

#### Step 5

Cast a vote in advance

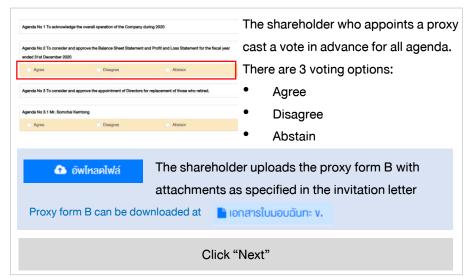
- Attend in person
   Proxy
   Proxy to another person (A)
   Proxy to independent director (B)
  - Name-Surname
  - ID card number / laser code on the back of the ID card
  - Date of birth
  - Email Address
  - Mobile phone number

Shareholders consent to receive documents in electronic format from the meeting organizer by marking ✓ and click "Next"

Enter OTP

Specify an independent director you wish to appoint a proxy Independent Director\*

Independent Director



#### Step 6

Review registration and securities holding information

Shareholders review the registration information and securities holding information. If the information is correct, click "Submit"

The shareholder will receive an email informing your proxy registration result to confirm that the proxy registration has been completed. However, the shareholder will not receive the password, as the proxy are appointed to independent director and your vote was already casted.

3 Steps of joining the e-Meeting

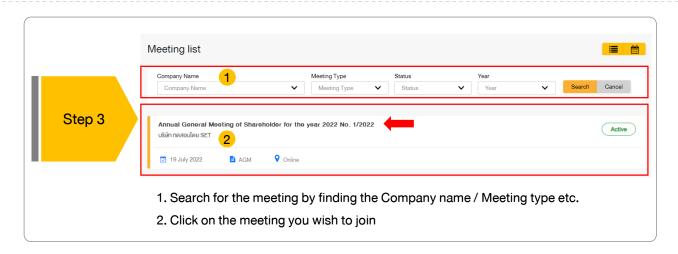


Shareholders log in to DAP e-Shareholder Meeting system on the date and time specified by the company

Click the meeting link in the email received from the system.



Enter username (email address that you have registered) and password



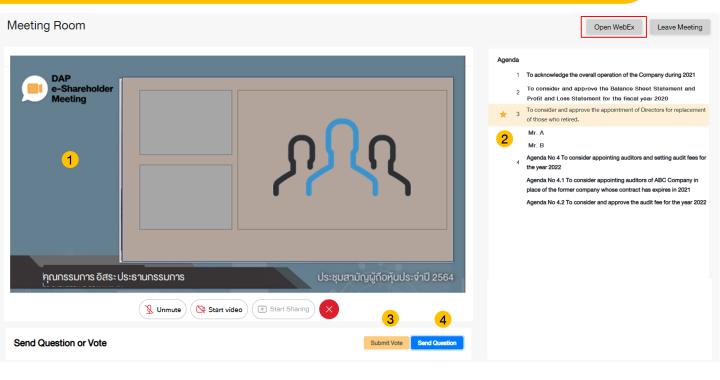


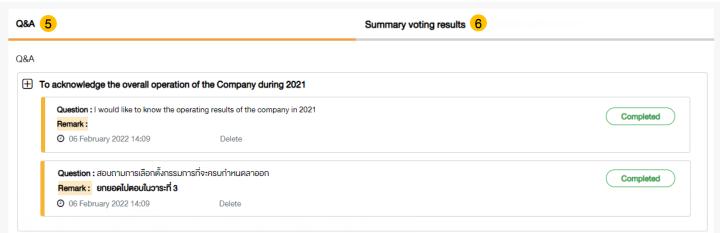
Menu bar will display information as follow:

- 1. Meeting information
- 2. Meeting agenda
- 3. Your question list
- 4. Voting result (after announced)
- Click "Join Meeting" Join Meeting
- Agree to the terms and conditions of service by marking and click "Join Meeting"
- Confirm name and voting rights
- Enter OTP

3

## Steps of joining the e-Meeting





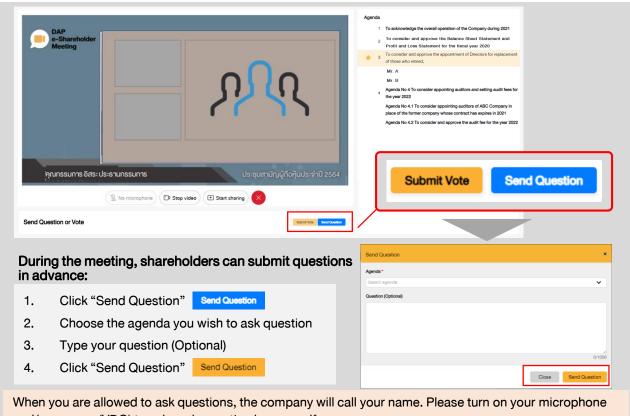
#### Description

- Meeting Display: Webex Meeting screen will be embedded in DAP e-Shareholder Meeting, If the screen does not work, click 'Open WebEx' on the top right to view the meeting via Application Cisco Webex Meeting instead
- 2. Current agenda will be indicated by star icon and yellow bar.
- 3. e-Voting functions: voting can be casted only within appointed time frame
- 4. e-Question functions: queueing your questions for both current and upcoming agenda
- 5. Your questions submitted in the meeting
- 6. Voting results: It will be only shown after the company has announced results for each agenda

# e-Question and e-Voting functions

#### e-Question functions

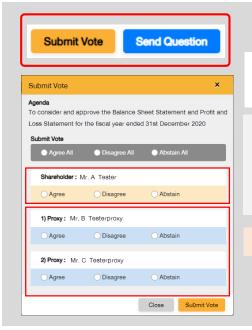




and/or camera (VDO) to ask such question by yourself







For each agenda, there are 3 voting options:

"Approve", "Disapprove" and "Abstain"

- Click "Submit Vote" 1.
- Vote within the period of time given for both your vote 2. rights and proxy's (if any)
- 3. Click "Submit Vote"

Shareholders are able to vote only within given time frame.

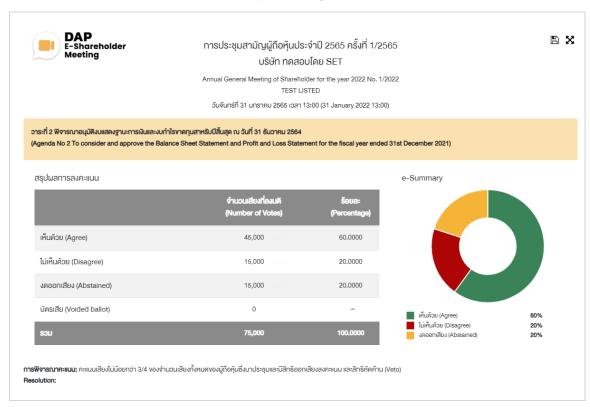
4

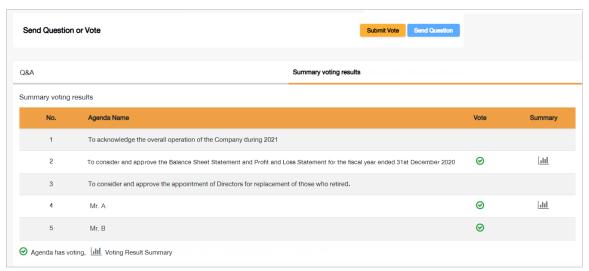
# e-Question and e-Voting functions

#### e-Voting functions



#### Example of voting results



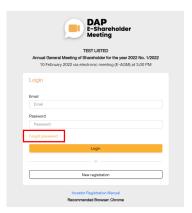


After the closing of voting in each agenda, the company will announce results. Shareholders can check the result of each agenda by clicking the

# Resetting password



To retrieve your password, shareholders can reset password by clicking "Forgot password" button.



There are 2 options to reset your password:

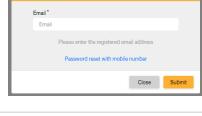


#### Reset password via email



#### Set new password



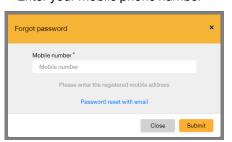


Reset password via mobile phone number

Click the link to reset password via mobile phone



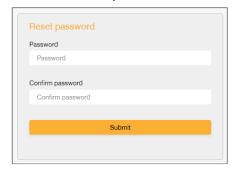
#### Enter your mobile phone number



#### Request for OTP and enter OTP



#### Set new password





# DAP e-Shareholder Meeting



shareholders could study more information at:

https://www.set.or.th/en/eservice/shareholder.html



Or scan the following QR Code:



Attachment 2



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(1)1111	Siamo	/()	Bann

#### Proxy Form A

				VVri	tten at	
					Date	
(1)	1			Age		Years
residing at N	lo	Moo	Alley	R	oad	Sub -
district	District _		Province		Postal Code _	
(2)	as the depo	sitary receipt	unit's holder ("DR h	nolder") of Appl	e Inc.issued by Krur	ng Thai Bank
Public Compa	ny Limited (AA	PL80X)("DR is:	suer") in the total a	mount of	Unit	
(3)	do hereby a	ppoint		Ag	e	Years
residing at No.	Moo	Alley	Rc	oad	Sub – district _	
District		Province _		_ Postal Code _		
	as my proxy	holder ("Prox	xy") to attend and	vote on my be	half regarding the E	Extraordinary
General Meeti	ng of deposita	ry receipt unit's	s holder of Apple II	nc. issued by k	írung Thai Bank Pub	lic Company
Limited (AAPL	<b>.80X</b> ), at 9.00-	10.00 hours,	on Tuesday, Decer	mber 13 <sup>th</sup> , 2022	through electronic r	neeting or at
any adjournme	ent to other dat	e, time and pla	ace thereof.			
(4)	Any votes o	asted by the P	roxy regarding the	Extraordinary (	General Meeting is th	e same total
amount of my	depositary rec	eipt unit which	can be counted as	S		Votes.
(5)	Any other s	tatements or e	vidences (if any) c	of the Proxy		



Signed	Grantor
(	)
Signed	Proxy
1	)

#### Remarks:

- 1. DR holder shall appoint only one proxy holder to attend and vote at the meeting and shall not allocate the number of depositary receipt units to several proxy holders to vote separately.
- 2 The duty stamp 20 Baht must be affixed in the proxy form and the Bank shall preserve its right to consider whether the incomplete, incorrect proxy form without duty stamp is acceptable.

(Duty Stamp 20 Baht)



#### Proxy Form B

			Wri	tten at	
				Date	
(1) I			Age		Years
residing at No	Moo	Alley		Road	Sub -
district Dis	strict	Province		Postal Code	
(2) as the	holder of Depositar	ry Receipt ("DR hold	ler") of Apple	Inc. issued by	√ Krung Thai Bank
Public Company Limite				•	_
(3) do he	reby appoint			Age	Years
residing at No.					
District _					
amount of my depositar	y receipt unit which	Proxy regarding the Ecan be counted as _			Votes.
Agenda No.1 To reque		•			_
and Obligations of the				and Conditions	Coverning ragnac
Approve	Disapp	prove	☐ Absta	in	-
Agenda No. 2 Other Bu	ısiness (if any)				
Approve	Disapp	prove	☐ Absta	in	-
(6) Any vo	otes casted by the P	roxy in any agenda w	hich are not in	accordance w	ith the instructions
in this Proxy shall be vo	id and not be consi	dered as my votes, a	as the deposit	ary receipt unit'	s holder of Apple

Inc. issued by Krung Thai Bank Public Company Limited (AAPL80X)



(7)	Where I have not indicated my instructions or have not clearly specified my/our instructions,
or where the	e meeting has considered, or passed a resolution on any matter other than those specified above,
including bu	at not limited to any amendment or supplement of information provided, the proxy holder may cast
votes as he	she deems appropriate.

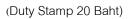
(8)	Any other statements or evidences (if any) of the Proxy

Any and all acts performed by the Proxy at the meeting shall be deemed as my own acts in all respects.

Signed	I	Granto
	(	)
Signed		Proxy
	(	)

#### Remarks:

- 1. DR holder shall appoint only one proxy holder to attend and vote at the meeting and shall not allocate the number of depositary receipt units to several proxy holders to vote separately.
- 2 The duty stamp 20 Baht must be affixed in the Proxy Form and the Bank shall preserve its right to consider whether the incomplete, incorrect proxy form without duty stamp is acceptable.





#### Proxy Form C

			Written at	
			Date	
(1) I <sub>-</sub>			Age	Years
residing at No.	Moo	Alley	Road	Sub -
district	_ District		Province	Postal Code
			holder") of Apple Inc.issued	
			Age	
			Road Postal Code	
General Meeting of Company Limited	the holder of deposita	ary receipt unit's hold	d vote on my behalf regardi ler of Apple Inc. issued by Kr esday, December 13 <sup>th</sup> , 202 e thereof.	ung Thai Bank Public
(4) A	ny votes casted by the	e Proxy regarding th	e Extraordinary General Mee	ting is the same total
amount of my Depo	ositary Receipt unit wh	nich can be counted	as	Votes.
(5) I a	authorize my Proxy to	cast votes on my be	half at the meeting in the foll	owing manner:
	equest for the approv		ision of Terms and Conditio Jnit Holder.	ns Governing Rights
Approve	Disa	pprove	Abstain	
Agenda No. 2 Othe	er Business (if any)	pprove	□ Abstain	



- (6) Any votes casted by the Proxy in any agenda which are not in accordance with the instructions in this Proxy shall be void and not be considered as my votes, as the depositary receipt unit's holder of Apple Inc. issued by Krung Thai Bank Public Company Limited (AAPL80X)
- (7) Where I have not indicated my instructions or have not clearly specified my/our instructions, or where the meeting has considered, or passed a resolution on any matter other than those specified above, including but not limited to any amendment or supplement of information provided, the proxy holder may cast votes as he/she deems appropriate.

(8)	Any other statements or evidences (if any) of the Proxy	

Any and all acts performed by the Proxy at the meeting shall be deemed as my own acts in all respects.

Signed _		_ G	Grantor
	(	)	
Signed			Proxy

#### Remarks:

- 1. This Proxy Form C shall be used in the case where DR holder who has been categorized as a foreign investor and appoint the custodian to perform safekeep assets on behalf of him/her.
- 2. The list of documents to attach herewith for using the Proxy Form C are as follows;
  - (a) The power of attorney from the DR holder to appoint the custodian to act on behalf of him/her



- (b) The letter of representation to represent that the custodian has granted the custodian license to operate as custodian.
- 3. DR holder shall appoint only one proxy holder to attend and vote at the meeting and shall not allocate the number of depositary receipt units to several proxy holders to vote separately.
- 4. The duty stamp 20 Baht must be affixed in the Proxy Form and the Bank shall preserve its right to consider whether the incomplete, incorrect proxy form without duty stamp is acceptable.



#### **Privacy Policy**

Although Krung Thai Bank Public Company Limited (the "Bank" or "KTB" or "Krungthai") has been exempted from the compliance with the Personal Data Protection Act B.E. 2562 (A.D. 2019) ("PDPA") until May 31, 2022, it is crucial for the Bank to operate in a transparent and accountable way. The Bank therefore has to inform you about the Bank's guidelines on personal data, including the purpose of the Bank for collection, use, disclosure and/or overseas transfer of personal data. The Bank hereby informs you about the Bank's privacy policy whereby the Bank will proceed with PDPA when PDPA comes into full effect, including requesting for consent and granting the use of the right for the data subject.

In order to act in a transparent manner in relation to the activities of collection, use, disclosure and/or overseas transfer of personal data in compliance with PDPA, the Bank has provided the privacy policy to the customers as follows:

#### Categories of the data subject under this privacy policy are as follows;

- Individual customers of the Bank include individuals who use or had used products or services, persons who contact for inquiry or receipt of information about products or services through various media and persons who have been offered or persuaded to use or receive products or services by the Bank.
- Individuals who are associated with the Bank's corporate customers, such as representatives of
  legal entity, shareholders (individual), contact persons, authorized persons, employees, staffs,
  personnel and other persons related to the Bank's corporate customers, including any other
  individuals that the Bank's corporate customers have disclosed personal data to the Bank in order
  to conduct transactions with the Bank ("Persons related to corporate customers").
- Lessors who lease property/space to the Bank for the Bank's activities, such as an installation of
  automated teller machines (ATMs), the Bank's branches set up, whether as the lessor or the lessor's
  representatives of legal entity or the lessor's agents or the lessor's employees ("Lessors of the
  leased property to the Bank").
- Buyers or persons who wish to purchase the Bank's NPA property, including representatives of legal entity, shareholders (individual), contact persons, authorized person, employees, staffs, personnel and other persons related to the buyers or persons who wish to purchase the Bank's NPA property. In case the legal entity which delegates you to be buyers or persons to purchase the Bank's NPA property ("Buyers or persons who wish to purchase the Bank's NPA property").
- Investors and shareholders of the Bank, board of directors, executives or the Bank's advisors ("Persons having relationship with the Bank").
- Any other individuals that has relationships with the Bank or give personal data to the Bank in all
  other respects ("Persons contacting the Bank in other respects") (collectively called "you" or
  "your").

This Privacy Policy will apply to the collection, use, disclosure and/or overseas transfer of your personal data. The Bank may collect such personal data through various channels, such as branches, websites, internet banking (such as https://www.krungthai.com, https://www.ktbnetbank.com, https://www.moneyconnect.krungthai.com, Krungthai Corporate Online), mobile applications (such as Krungthai NEXT, Krungthai Connext, Paotung), online social networks (such as LINE, Facebook and Twitter), telephone, fax, online communication channels (such as email), ATM, Krungthai Contact Center, one-to-one communication, letters through questionnaire, business cards, postcards, meetings and events or the Bank's employees visit you or other sources (such as online platforms or other public



sources) or through affiliated companies, subsidiaries, business alliances, government agencies or third parties and other places and/or other communication channels whereby the Bank collects your personal data. Please read this Privacy Policy together with the terms and conditions of the product and services using by you which might be some difference regarding the collection, use, disclosure and/or overseas transfer of your personal data.

#### 1. The Bank's procedures for the collection of personal data

#### 1.1 Personal data collected by the Bank

- (1) Personal data means any information related to you which can directly or indirectly identify you (excluding the deceased's information) as specified in Clause 1.2
- (2) Sensitive personal data means personal data which is classified as sensitive personal data in accordance with the law. The Bank may collect sensitive personal data, such as
  - 1) Biological data (such as fingerprints, biometric data, biometric face recognition)
  - Sensitive personal data as appeared on identification documents or supporting documents for transaction and/or juristic acts, contracts or supporting documents for the use of products and/or services (such as religion, race)
  - 3) Information related to health and/or disability
  - 4) Criminal records information

In this respect, the Bank will collect, use, disclose and/or overseas transfer of your sensitive personal data only when the Bank receives an express consent or as legally permissible.

#### 1.2 Categories of customers and personal data which are collected by the Bank

The Bank may collect your personal data, provided that personal data collected by the Bank, depending on relationship between the Bank and you, types of products or services that you want to receive from the Bank, types of your personal data, details are as follows:

- (1) Individual customers, Lessors of the leased property to the Bank, Buyers or persons who wish to purchase the Bank's NPA property, Persons having relationship with the Bank
  - 1) Personal information, such as title, first name, last name, gender, date of birth, age, weight, height, blood group, nationality, country of birth, signature, family status, marital status, number of children, information relating to documents issued by government agencies (e.g., ID card, passport, government employee ID card, taxpayer identification number, detail of driver's license, etc.), information on a change of name certificate or related documents, documents relating to foreigners, work permit, certificate of residence, land title deed, photograph, tape recordings of telephone conversation or recordings and data produced by the closed-circuit television cameras, political status, documents relating to visa and other legal documents.
  - 2) Educational information, such as educational background, educational degree.
  - 3) Work information, such as occupation, position, job description, types of business, types of organization, working period, workplace, social security information, personal information appearing on other related documents, such as business documents, commercial registration, certificate of value added tax registration (por. por. 20), company certificate and corporate income tax payment certificate.
  - 4) Contact information, such as postal address on ID card or house registration certificate, present postal address, present office postal address, delivery details, telephone number, fax number, map, location information, email address, LINE ID and Facebook account and other IDs from your online social network websites.
  - **5) Financial information**, such as income level, source of income and investment, salary certificate, bank statement, salary payment slip, financial status information, name and bank account



number, ATM number, ATM/ debit PIN, credit information, reserves, collaterals, liabilities, credit card number, expiry date, rewards points, credit lines, debts, types of credit cards, credit summary, deposit information, funds, stocks, unencumbered assets, expenses, daily withdrawal or spending amount, credit information, bankruptcy status information, receipts, cash bills, invoices, bank statements, details of financial agreements, details of cheques, tax amount, balance amount, financial statements and other financial information.

- 6) Information related to services provided to you, such as types of products or services you selected, details as specified in the application form for using products or services of the Bank, information required within the consideration of credit limits, information required within the credit facilities application, information required within money transfer services, collaterals information, data created for the Bank's internal use, information related with insurance document, details of insurance premiums, insurance claim history from the insurance company, insurance claim history from other insurance companies, information about the need to take insurance in daily life, account ownership ratio, debt classification information, debt restructuring information, debt and interest payment history, account opening information, purpose of investment, number of funds, fund name, unitholder number, withholding tax, relationships with company's employees or other companies, details in the application form and information relating to KYC and CDD, information about relationships with politicians or people with political status, investment experience, your acceptable level of investment risk profile, suitability test results, your data access level and information in power of attorney; state welfare card number, any other information required within the application form for using products or services of the Bank.
- 7) Transaction data, such as details of your incoming and outgoing transactions, date and/or time of fund transfer or payment due date, methods of payments and receipt of payments, transaction amount, net amount received, money transfer information, cheque number, transaction reasons, transaction information of products and services of the Bank, information and details of agreements, expiry date of agreements, date of contact, serial number of electronic machine, supporting transaction documents (such as house registration certificate, land title deed, photograph and image of place), details about request for payment refund, receipt, the recipient's signature of transaction, transaction history, location, transaction status, request and claim, evidence of security deposit for sale and purchase of property, fee, opportunity cost (in case of requesting for extending period for property purchase), details on agreements of sale and purchase of property, date and place for purchasing property, your information given on the application form, buying behavior and other details of your purchasing property (such as types of property, types of document of title, sale price, location, area, map and/or other information relating to the Bank's NPA property), deposit slip, payment card and purchasing time.
- **8) Technical information**, such as internet protocol address and information relating to your communication devices using for conducting transaction with the Bank.
- **9) Your FATCA information**, such as information about your status in the United States of America, e. g., nationality, place of birth, permanent residence and information according to the questionnaire for US citizen identification.
- 10) Details of behaviour, such as information behavior, living, attitude, information relating to other interactions and facts about your actions with products or services; your feedback and opinions towards the types of products or services received by you, details of your claims and complaints.



11) Details of marketing and communication, such as your options for receiving marketing information from the Bank, affiliated company, subsidiary company, third party, business alliances and options for your communication.

#### (2) Persons related to the Bank's corporate customers and Person contacting the Bank in other respects

- 1) Personal information, such as title, first name, last name, date of birth, age, nationality, signature, marital status, information about documents issued by government agencies (e.g., ID card, passport, etc.), details in the application form and information related to KYC and CDD, information related to relationships with politicians or people with political status, recordings and data produced by the closed-circuit television cameras.
- **2) Work information**, such as occupation, position, job description, types of business, types of organization, working period, workplace, data access level, personal information appearing in other related documents, such as list of shareholders, power of attorney, certificate of the corporate's authorized persons.
- **3) Contact information**, such as postal address on ID card or house registration certificate, present postal address, present office postal address, telephone number, fax number and email address.

#### (3) Personal data of third party

If you provide the Bank with personal data of third parties such as guarantors, executives, authorities, authorized persons, directors, shareholders, staff members, employees, settlors and trustees, representatives, persons in the control line or ownership, co-owners and other persons who are not customers of the Bank, and any other person that you have relationship with respect to your relationship with the Bank by providing personal data of such person to the Bank, such as first name, last name, detail of address and telephone number for emergency contact and debt collection and income of family members. Please inform this Privacy Policy to such third parties for acknowledgement and request for consent if necessary or as required by law for disclosure of personal data of third parties to the Bank.

#### (4) Personal data of minors, quasi-incompetent persons and incompetent persons

The Bank collects personal data relating to a minor, a quasi-incompetent person and an incompetent person only when the Bank receives a consent from a guardian or a curator. The Bank has no intention of collecting personal data from a person aged under 20 years old without a consent of a guardian or a curator, a person taking care of the person as required by laws (as the case may be). In case the Bank was aware that the Bank had unintentionally collected personal data from any person aged under 20 years old without a consent of a guardian or a curator, a person taking care of the person as required by laws (as the case may be), the Bank will immediately delete such personal data or will collect, use and/or disclose only on other lawful basis other than a consent or to extent permitted by law.

# 2. The purpose of collection, use, disclosure and/or overseas transfer of your personal data by the Bank.

The Bank may collect, use, disclose and/or overseas transfer the personal data and sensitive personal data for the following purposes:

#### 2.1 The purpose of obtaining your consent

(1) Marketing and communication purpose: for carrying out marketing and communication activities, marketing advertisement, sales, special offers, news, public relations, promotions and presentations of the Bank's products and services, the Bank's financial business group, the Bank's affiliated companies, business alliances and other legal entities only in case that the Bank requires your consent.



- (2) Research, statistical data and data analytics business: for the use of data analytics business of personal data for the Bank, the Bank's financial business group, the Bank's affiliated companies, business alliances and other legal entities only in case that the Bank requires your consent.
- (3) Sensitive personal data: The Bank may collect your sensitive personal data for the following purposes:
  - 1) Biological data (such as fingerprints, biometric data, biometric face recognition) for personal identity verification and providing you with the services.
  - 2) Sensitive personal data as appeared on identification documents (such as religion, race) only for the purpose of your personal identity verification and proof, the Bank has no purpose nor the policy in the collection, use, disclosure of such sensitive personal data other than the purpose of your personal identity verification.
  - 3) Sensitive personal data as appeared on transaction documents and/or juristic acts, contracts or supporting documents for the use of products and/or services (such as religion, race).

In this respect, the Bank will cross out your sensitive personal data (such as religion, race) as appeared on identification documents or supporting transaction documents and/ or juristic acts, contracts or supporting documents for the use of products and/ or services whereby the Bank may proceed such act on its own without notifying you or the Bank may request you to cross out your sensitive personal data by yourself.

If any applicable law requires a request for consent, you have the right to withdraw your consent at all times

Krungthai Contact Center	Telephone number 02-111-1111
Branches of Krungthai Bank	All Krungthai branches nationwide

The withdrawal of consent will not affect the collection, use and disclosure of your personal data and sensitive personal data that you had given your consent prior to such withdrawal.

# 2.2 Other purpose and any applicable law for collection, use, disclosure and/or overseas transfer of your personal data

The Bank will collect, use, disclose and/or overseas transfer of your personal data by lawful basis on legitimate interest, by lawful basis on entering into and performing the contract or other lawful basis on permissible personal data protection, as the case may be, depending on the relationship between you and the Bank and the Bank's services being used by you, for the following purposes:

- (1) For a registration and personal identity verification, such as your registration of the products or services, your personal identity verification, authorized person or your representative, including your digital identity verification.
- (2) For the supply of the products and services and the customer relations management, such as for entering into any agreement or contract in connection with products or services and managing relationship related to you, for consideration of your qualifications (such as bankruptcy status check for analyzing your business status and other relevant persons), for supporting transactional operations and other activities in connection with products and services provided to you, such as the services of deposit, withdrawal or payment, for consideration of providing the products or services, for delivering the detail of agreements or contracts, products or services, financial transactions and services with respect to payment, including verification, confirmation and cancellation of transactions, for receiving or sending letters, parcels and important documents to you, for conducting reports informing the customers about information relating to products or services, for delivering updated news regarding products or services, for reporting debt status, debt collection and classification of debtors, for verification of documents and collaterals, credit limit, interest and payment period request, for payment processing, accounting



activities, accounting and balance sheets and auditing, for evaluation of conflicts of interest, for providing or operating after sales services, for managing and cancelling inactive activities (such as cancellation of services or your account).

- (3) For the build-up of after sales services impression, such as a communication with you in respect of products and services provided to you by the Bank within the Bank's group, affiliates, subsidiaries or the Bank's business alliances, for processing and updating your information as the Bank's customer, for providing advice, suggestion and facilitating your products and services use, for dealing with questions related to customer services, complaints, requests, comments, your insurance claims, technical problems, for notifying and proceeding with the solutions to your problems, for conducting activities with respect to the customers relationship management.
- **(4)** For an act related to space lease agreements, such as field survey and analysis, including other automated teller machines in nearby areas, trend analysis for the use of electronic machines in such areas, contracts negotiation, contracts preparation, installation of electronic machines and other necessary act for entering into the contract.
- **(5)** For conducting any act related to the purchase and sale transaction of the Bank's NPA property and other related act, such as entering into the contract and carrying out the obligations of the contract, conducting purchase and sale transactions, transfer of ownership, payment of earnest money, management of internal process for approval of extension of purchasing period, facilitation of credit facility application, delivery of work to other persons as outsourcing and assignment of claims.
- **(6) For communication**, such as any communication in connection with the enter into the space lease agreement, such as request for additional information or documents, contact for payment, notice of expiration of agreement, arrangement for the lessor to sign the agreement, delivery of the agreements and communication related to transactions, giving additional information with respect to your interest in the property, notice of debt payment, understanding of your need and interest.
- (7) For the services of proof and personal identity verification, such as providing services to support electronic know your customer (E-KYC), digital identity verification process.
- **(8)** For purposes of marketing, sales promotions and communication, such as for carrying out activities related to marketing and communication, marketing advertising, sales, special offers, news, public relations, promotion and presentation of the Bank's products and services, financial business group, the Bank's affiliates, business alliances and other legal entities as specified by you or the services that you had used, including information of products and services that are directly and indirectly close to your interest and history, for enabling you to participate in the sales offering, offers and privileges, campaigns, events, seminars, contests, sweepstakes, lucky draws, booths and events with branches for meeting with you, including other sales promotions and all relevant advertising services for facilitating you to participate in the Bank's activities, in case the Bank does not require your consent.
- (9) For the search and suggestion of suitable products and services, such as a suggestion of products and services that you might find them interesting, for knowing your need and adjusting products and services that are suitable for you.
- (10) For an improvement on business operations, products and services, such as an evaluation, marketing research, analysis, model simulation and a development of services, products, distribution, systems, geographic structure, conducting business for you and the Bank's customers within the Bank's group, including but not limited to the Bank's business alliances, for launching strategies and campaigns of the Bank's products to meet the needs of the customers, for setting the efficiency of sales promotional campaigns of the Bank, for making overview reports, for conducting staffs training programs, for improving the efficiency of business and adjusting the Bank's content to reach the higher



level of the customer satisfaction, for knowing problems and problems solving concerning existing products and services.

- (11) For learning the needs and feedback towards customer satisfaction, such as receiving more information regarding your receipt of products and services and other products or services that you might find them interesting, including your personal data processing, e.g., considering types of products and services you received from the Bank, your preferred method of contact, getting the result of customer satisfaction from the survey regarding the Bank's services and evaluation of the customer credit.
- (12) For management of websites, mobile applications and platforms, such as administration, operation, monitor, examination and management of websites, applications and the Bank's platforms. All these activities are aimed to improve styles and contents of the Bank's websites and platform in order to reach higher level of customer/user convenience and satisfaction and to ensure that all these platforms are properly functional, efficient, and safe for customer/user of the Bank.
- (13) For management of information technology, such as for the purpose of business operations of the Bank, including information technology operation, information technology security and information technology security monitoring, business management in compliance with internal regulations policies and procedures.
- (14) For compliance with laws, such as compliance with laws, legal procedures or order of government agencies, including government agencies outside Thailand and/ or in cooperation with courts, government authorities, law enforcement, when the Bank has a reason to believe that the laws enforce the Bank to do so. If it is necessary to disclose your personal data in compliance with laws, procedures or government orders, for conducting VAT collection and refund services, for tax invoices, or filing full tax returns, for recording and monitoring communication, for dealing with police tickets and road taxes, for reporting suspicious transactions to money laundering prevention and suppression agency, for disclosure of information to tax authorities, law enforcement of financial services and other government agencies and law enforcement agencies and crime investigation or crime prevention.
- (15) For protection of legitimate interests of the Bank, such as for security and the rightfulness of the Bank's business or the Bank's affiliates, for exercising the Bank's right and protecting the Bank's interest or the Bank's affiliates when it is necessary and lawful, for instance, for investigation, protection, and response to complaints, intellectual property infringement complaints or violation of laws, for managing and preventing the loss of assets, for monitoring the compliance with terms and conditions of the Bank, for investigation and prevention of wrongdoing occurred at the Bank's premises, including operating the closed-circuit television (CCTV) for monitoring other situations, for reporting criminal incidents or imminent crimes, for management, preparation of reports, internal policies according to the Bank's scope of operations.
- (16) For verification and prevention of the Bank business risks, such as for your personal verification, for monitoring the compliance with the law and other regulations (for compliance with the money laundering prevention and suppression and corruption prevention regulations, cyber treats, debt default, breach of contract, violation of law (such as money laundering, supporting financial to terrorism and proliferation of weapons of mass destruction, wrongdoing in property, life, body, liberty and reputation)), including conducting the monitor and internal record, property management, business risks in banking database, control other businesses and disclosure of personal data for acceleration in the Bank's operations or legal entities in the same business group with the Bank in prevention, dealing with, reducing or conducting the same manner in order to eliminate such risks.
- (17) For risks management, such as management of risks, efficiency monitoring and risks evaluation in order to set risks index, making summary report for risks management in order to evaluate and predict



potential risks, including solutions towards the products risk evaluation and giving suggestion in case there are changes and finding solutions for the risk management.

(18) For the benefits of operations regarding organizational transactions, such as in case sale of business, transfer, merger and acquisition, business reorganization or other similar cases, the Bank may transfer your personal data to third parties as a part of such operations.

#### (19) For prevention or stop of dangers to lives, bodies or health of persons

(20) For conducting other duties of the Bank, for your personal data, depending on the relationship between the Bank and you, such as you as the Bank's shareholder, the Bank will conduct the shareholders meeting or you as a board of director member or an executive or an advisor to the Bank that has been appointed by the Bank or you as securities holder or the property that the Bank is a securities registrar or a custodian of private funds, including you as any status that the Bank shall proceed with the obligations of the relevant agreements.

In this respect, if you do not provide personal data to the Bank, it may have impact on you, such as the Bank may not proceed with your requests; you may experience some inconvenience or do not obtain the performance of agreements and you may receive damage or lose opportunities. In addition, your refusal to provide personal data may affect the compliance with any law that the Bank or you must comply with and may have related penalties as a consequence.

# 2.3 Management of sensitive personal data collected by the Bank prior to the effective date of the PDPA with the Bank.

If you are an existing customer of the Bank prior to the effective date of the PDPA, the Bank may collect sensitive personal data, such as (1) religion, (2) race, (3) disability, (4) sensitive personal data for transactions or legal transactions, (5) sensitive personal data for using the products and/or other services and (6) sensitive personal data for insurance products (such as health, disability, religion, race, criminal records information), in this regard, for collection of documentary evidence only, the Bank will not use such sensitive personal data for other purposes.

#### 3. Who does the Bank disclose or transfer your personal data to?

The Bank may disclose or transfer your personal data to the following third parties, whereby the collection, use or disclosure and/or overseas transfer of personal data for purposes under this Privacy Policy. These third parties may live in Thailand or abroad, you can check on the privacy policy of such third parties in order to understand the details regarding the methods of the collection, use and/or disclosure of your personal data, since you are a data subject as specified in the privacy policy of such third parties.

#### 3.1 Affiliates

The Bank may have to disclose your personal data, for the purposes specified in Clause 2 herein, to the Bank's financial business group and the Bank's affiliates. The disclosure of your personal data to such financial business group and affiliates will make such other companies be able to use your consent obtained by the Bank.

#### 3.2 The Bank's Service providers

The Bank may outsource the Bank's services on behalf of the Bank in order to assist operations and to provide you with products and services, including any procedure for providing you benefits. The Bank may share your personal data to the outsourcing parties, the representative's service providers, service providers of supporting business entrepreneurship, subcontractors, any service providers or any service providers for supporting the Bank's services, including but not limited to (1) internet service providers, software developers, website developers, digital media developers, information technology service providers and service providers of digital products, such as creation and provision of digital platforms, including other services with respect



to technologies (Platform as a Service), applications or any other working system to the Bank, the services of personal identity verification to the Bank, (2) logistics and transportation service providers, (3) payment and payment system service providers, (4) research service providers, (5) analytics service providers, (6) survey service providers, (7) auditors, (8) customers services hotlines, (9) marketing, advertising, design, creative and communication service providers, (10) event, campaign, marketing and customer relationship management service providers, (11) telecommunications service providers, (12) administrative service providers, (13) cloud storage service providers, (14) printing service providers, (15) lawyers, legal counsels for the Bank's benefits, including exercising legal claims and defending against legal claims, audits and/or other professionals in assisting the Bank's business operations, (16) document storage and/or disposal service providers and (17) debt collection service providers.

During the provision of such services, the service providers may have the right to access your personal data, however the Bank will only provide your personal data to the service providers as necessary for the services. The Bank will ensure that the service providers must protect a security of your personal data in compliance with the law.

#### 3.3 The Bank's business alliances

The Bank may transfer your personal data to the Bank's business alliances for conducting business and provide services to the Bank's customers and groups of customers who tend to use services from the Bank, including but not limited to card issuers, data entry companies, credit card companies, payment service providers, analytics service providers, market analysis service providers and financial transaction service providers of real estate project, business alliances of products launch (such as co-brand) and other supporters.

#### 3.4 Third parties as specified by laws

In some cases, the Bank may have to disclose your personal data in compliance with the laws, including orders issued by laws which include law enforcement agencies, courts, Legal Execution Department, authorities, government agencies or other persons that the Bank believes it is necessary to comply with the laws or to protect the Bank's rights, the rights of third parties or for the security of persons or for inspection, prevention or corruption problem solving, security, safety, including any other risk.

In this regard, the Bank may have to disclose your personal data to the Office of Insurance Commission for the purpose of supervision and promotion of insurance business under the law of the Insurance Commission and the law governing life insurance and non-life insurance according to the Privacy Policy of the Office at https://www.oic.or.th

#### 3.5 Associations and clubs

In some cases, the Bank may have to disclose your personal data to relevant institutions, associations or clubs, such as Anti-Fraud Association, including the Thai Bankers' Association for protection of the Bank's rights, the rights of third parties or for the security of persons or for inspection, prevention or corruption problem solving, security, safety, including any other risk.

#### 3.6 Assignees

In case of a business reorganization, merger and acquisition, entire business or part of business transfer, sale, purchase, joint venture, grant, transfer part or all of business, assets, shares, or other similar transactions, the Bank shall have to disclose your personal data to third parties who have been assigned or wish to be assignees of the Bank. In this respect, the Bank shall procure that such third parties shall comply at all times with this Privacy Policy when there is a collection, use or disclosure and/or overseas transfer of your personal data.



#### 3.7 Third parties

The Bank may disclose your personal data under the legal basis according to the purposes specified in this Privacy Policy to other third parties, such as representative banks, partner banks, other banks, other customers, other persons who make a transaction with you or relating to your transactions, other persons as legally referred to, members of digital identity verification system and service providers of digital identity verification system, as the case may be.

#### 4. Overseas transfer of your personal data

The Bank may overseas transfer your personal data to other countries which may have a higher or lower standard of personal data protection than Thailand, such as when the Bank collects your personal data on cloud platforms or server outside Thailand for information technology support or when the Bank must send information of international money transfer transactions to overseas banks through an intermediary of international money transfer, as the case may be.

When it is necessary for the Bank to transfer your personal data to other countries which having a lower standard of personal data protection than Thailand, the Bank shall procure to ensure that there is an appropriate protection measure or personal data protection laws allow the transfer of personal data, e.g., the Bank may have to obtain a confirmation according to the contract from third parties who have access to such personal data that your personal data shall be protected under the same personal data protection standard of Thailand.

#### 5. Duration of personal data storage period

The Bank shall retain your personal data for a necessary period for compliance with the purposes stated in this Privacy Policy. In this respect, for compliance with the law, the Bank may have to retain your personal data as long as it required by laws.

#### 6. Your rights as the Data Subject

Rights stated in this section mean legal rights relating to your personal data whereby you may use these rights with persons required by laws, in this regard, under the conditions stipulated by law and the process of the rights management of the Bank, such rights include the following rights:

- (1) Right of access to personal data, you may have the right to access personal data or request for a copy of personal data that the Bank collected, used, disclosed and/or overseas transferred of your personal data, for your privacy and security, the Bank may request you to verify personal identity before providing you with personal data as requested.
- (2) Right to rectification of personal data, you may have the right to rectify your personal data that the Bank collected, used, disclosed and/or overseas transferred of your personal data if such personal data is incomplete, incorrect, misleading or not up-to-date.
- (3) Right to data portability of personal data, you may request the Bank to provide your personal data in electronic format with an explicit structure and to transfer such personal data to other data controllers, whereby this data is (a) your personal data provided to the Bank, (b) the Bank collected, used, disclosed and/or overseas transferred of personal data with your consent or for compliance with the contract between the Bank and you.
- (4) Right to object of personal data, you may have the right to object some types of the collection, use, disclosure and/or overseas transfer of personal data, such as objection to direct marketing purpose.
- **(5) Right to restriction on the use of personal data**, you may have the right to restrict the use of your personal data in some cases.



- **(6) Right to withdraw consent**, you may have the right to withdraw your consent at any time for purposes that you gave your consent to the Bank to collect, use, disclose and/or overseas transfer your personal data.
- (7) Right to erasure of personal data, you may have the right to request the Bank to erase your personal data or anonymize your personal data, however there is an exemption for the Bank not to take such actions if the Bank must retain such personal data in order to comply with the laws or to lawfully establish legal claims or to lawfully exercise legal claims or to lawfully defend against legal claims.
- **(8) Right to complaint**, you may have the right to complain to the relevant authorities if you believe that the collection, use, disclosure and/or overseas transfer of your personal data was unlawful or violated the law on personal data protection.

If you want to use any right specified in this section, you can do so by contacting through the following channels:

Right of Data Subject	Channel:	Channel: Customer
	All Krungthai	Relations
	branches nationwide	Krungthai Contact Center:
		02-111-1111
(1) Right of access to personal data	✓	✓
(2) Right to rectification of personal data	✓	✓
(3) Right of data portability of personal data	×	✓
(4) Right to object of personal data	×	✓
(5) Right to restriction on the use of personal data	×	✓
(6) Right to withdraw consent	✓	✓
(7) Right to erasure of personal data	×	✓

Request for using any right above may be restricted by the relevant laws, in some cases, the Bank can appropriately and rightfully reject your request, such as when the Bank must comply with the laws or court orders.

You can exercise the right to withdraw consent under (6) (including requesting to change the previously given consent) through the Bank's branches nationwide or Customer Relations Center: Krungthai Contact Center: 02-111-1111 or other channels as specified by the Bank. In the event that the Bank has received your request, the Bank will consider your request in accordance with the obligations and conditions prescribed by laws. The processing period is 30 (thirty) days upon the day the Bank has completely received your request along with the supporting documents. Such supporting documents have to be sufficient for the Bank to consider the request of the data subject

If you believe that the collection, use, disclosure and/or overseas transfer of your personal data by the Bank violated personal data protection laws, you have the right to make a complaint to the relevant authorities with respect to personal data protection. However, you may initially inform the Bank of your concern in order for the Bank to consider solving your concern, please contact the Bank through the following channels:

Krungthai Complaint Center	Letter: P.O. 44 Sorfor. Hualumphong Post Office,	
	Bangkok, 10331, Thailand	
Krungthai Contact Center	Telephone number: 02-111-1111	

#### 7. Actions to be taken regarding to corporate customers

The Bank does not intend to disclose information regarding corporate customers or Persons related to corporate customers for marketing purposes, in this respect, the Bank will collect and use such personal data within the Bank only.



In case the Bank's corporate customers disclose personal data of Persons related to corporate customers, corporate customers have a duty to take the following actions to enable the Bank to provide services or products to you:

- (a) Verify the accuracy and completeness of other persons' personal data which are disclosed to the Bank and shall notify the Bank of any change in such data (if any);
- (b) Obtain consent or by other legal bases unless being able to rely on other lawful basis for collecting, using, disclosing and/or transferring personal data of such persons in accordance with the applicable laws:
- (c) Inform such persons of this Privacy Policy and;
- (d) Proceed to enable the Bank to collect, use, disclose and/or transfer personal data according to the purpose specified in this Privacy Policy and for the purpose of completing the relevant transactions. the Bank has the right to report the transaction results of retail customers of corporate customers, including other relevant information back to corporate customers.

#### 8. Changes to Privacy Policy

The Bank may make any change to this Privacy Policy from time to time if there is any change in the Bank's practice guidelines on personal data protection due to various possible reasons, e.g., technological or legal change. Changes to this Privacy Policy shall be effective when the Bank publishes on https://www.krungthai.com. However, if such change significantly affects your personal data, the Bank will notify you in advance regarding such change prior to the effectiveness.

#### 9. Contact the Bank

If you have any inquiry regarding this Privacy Policy, please contact the Bank or the Bank's personal data protection officer as detailed below:

- (1) Krung Thai Bank Public Company Limited
  - 35 Sukhumvit Road, Klong Toey Nua Subdistrict, Wattana District Bangkok 10110, Thailand
  - Krungthai Contact Center : Telephone number: 02-111-1111
  - https://krungthai.com
- (2) Data Protection Officer (DPO)

Data Protection Department

- 35 Sukhumvit Road, Klong Toey Nua Subdistrict, Wattana District Bangkok 10110, Thailand
- Email: dpo.official@krungthai.com