

### **Specific Terms and Conditions for Opening Foreign Currency Current Account**

1. Subject to any rule, regulation and policy of the Bank which may be now or thereafter announced or amended as the Bank deems appropriate, for drawing or withdrawal by cheque, the Applicant shall use only cheques provided by the Bank for each particular foreign currency current account. The Applicant shall not use any other cheques or cheques of other Applicant. However, the Applicant may draw or withdraw by any other means, such as by giving instruction to the Bank to debit an amount from a foreign currency deposit account as may be further agreed with the Bank.
2. The Applicant acknowledges that the Bank of Thailand requested to discontinue the use of seal/embossed seal/colored seal as part of conditions for cheque payments in order to enhance the efficiency of the cheque clearing process via Imaged Cheque Clearing and Archive System (ICAS), only the signature of the drawer should be used. Therefore, if the Applicant specifies the condition of withdrawal without seal which is different from the condition in the juristic person's affidavit, the Applicant represents and confirms that the cheque withdrawal without seal shall be bound the Applicant in all respects.
3. In the event that there is a cross on a drawn cheque and/or alteration of any material particulars of cheque, such as the date of payment, the amount of payment, or name of payee, the Applicant shall affix his signature at such crossed or altered particular as set forth in Clause 9 of the General Terms and Conditions for the Use of the Bank's Services and Opening All Types of Foreign Currency Deposit Accounts (hereinafter referred to as the "General Terms and Conditions").
4. In the event of presentment of payment by the lawful holder of several cheques issued by the Applicant but the credit balance of the Applicant's foreign currency current account is insufficient to pay all of the said cheques, the Applicant hereby agrees that it shall be at the Bank's absolute discretion to make payment of any of such cheque and in any order howsoever.
5. In the event of the presentment for payment of cash cheque and the Bank feels dubious, the Bank may refuse payment, in such case the Applicant shall waive all of its right to claim compensation for damages which may arise from such refusal.
6. In the event that the Applicant has any indebtedness to the Bank arising from the Bank's making a gracious payment for any reason of a presented cheque from the Applicant's foreign currency current account while the credit balance in the Applicant's foreign currency current account is insufficient for payment of the cheque presented and normally the Bank would refuse payment and/or in the event of cheque pay-in by the Applicant and the Bank on such date has made gracious payment of the cheque presented equivalent to the event of cheque pay-in by the Applicant and the Bank on such date has made gracious payment of the cheque presented equivalent to the whole or part of the amount of the cheque while the clearing result is not yet known to the Bank and the return is not due to the fault of the Bank, and/or due to any other debt or liabilities of the Applicant owing to the Bank, the Applicant hereby consents that the Bank shall have the right to set off of such debt from and against any sum in the Applicant's foreign currency current account at any time for repayment of such indebtedness without having to give any notice to the Applicant. If the balance of the Applicant's foreign currency current account is insufficient to cover such repayment, the Applicant agrees that the Bank shall have the right to debit such amount which the Applicant is liable into the foreign currency current account so that such amount shall become the overdraft debt of the Applicant and the Applicant agrees to pay interest thereon to the Bank at the Maximum Rate in accordance with banking practice and custom with respect to charging compound interest in a current account except in case the Applicant is in breach of any terms or conditions specified

in the application for opening the foreign currency current account and/or the overdraft agreement entered into by the Applicant and the Bank, the Applicant agrees to pay interest at the Maximum Default Rate instead of the Maximum Rate calculated from the date on which the balance in the foreign currency deposit account shall become the overdraft debt of the Applicant.

In the event that the Applicant is indebted to the Bank as mentioned in the preceding paragraph, the Applicant agrees that the Bank may immediately proceed in accordance with clause 12 of the General Terms and Conditions without having to give any prior notice to the Applicant.

7. The Applicant hereby consents for the Bank to charge a fee for returning cheque in the case where the Applicant draws a cheque while there is insufficient credit balance available for payment or exceed the credit line in accordance with the rates, criteria and regulations as prescribed by the Bank and consents for the Bank to immediately close the Applicant's foreign currency current account without having to give any prior notice to the Applicant. The Bank shall have the right to debit an amount from the Applicant's foreign currency current account to apply as payment of such fee.
8. In the event of a lost or stolen cheque, the Applicant shall immediately notify the Bank in writing. If the lost or stolen cheque has been signed by the Applicant, the Applicant shall inform the Bank of its number, date of payment, payee's name, its amount of payment and other particulars, and simultaneously shall request the Bank to suspend the payment. In this regard, the Applicant agrees that the Bank shall not be liable for any damages to the Applicant and/or any other person as a result of payment suspension by the Bank pursuant to such request.
9. If the Applicant's notice of lost cheque arrives late and the Bank has made payment of the cheque prior to it becoming aware of such loss or after becoming aware of such loss but such point of time is so close to the making of the payment that the Bank is not in a position to notify its departments in due time, the Applicant agrees that the Bank shall be absolved from any liabilities whatsoever.
10. The Applicant shall keep a cheque in a secure place. In the event of cheque being lost through the willfulness or negligence of the Applicant and/or thereafter any fraudulent person has forged the Applicant's signature, if there be any damages incurred as a result of such act, the Applicant agrees that the Bank shall hold no responsibility for any damages resulting therefrom.
11. The Applicant shall to be bound by and comply with the General Terms and Conditions and this conditions in all respects.