

**General Terms and Conditions for the Use of the Bank's Services and Opening of All Types of  
Foreign Currency Deposit Accounts**

1. The Applicant represents and warrants that any documents and/or data that the Applicant delivered and/or will deliver to the Bank in the future via any channels including any electronic channels is/are the data that identifies and verifies the Applicant and the Applicant's data is correct, complete and true in all respects, provided that the Bank will store such data in the Bank's customer database for the purpose of providing the Bank's services and/or making transactions in relation to deposit account with the Bank.

In case of the Bank finds or suspects that any documents and/or data received by the Bank from the Applicant is/are incorrect, incomplete or untrue, the Applicant agrees that the Bank shall have the right to suspend and/or close the Applicant's deposit accounts at any time by informing the Applicant accordingly. The Bank shall not be liable for any losses and damages incurred in any respects. Nonetheless, should there be any losses or damages incurred by the Bank as a result of account opening by using or referencing such data, the Applicant agrees to be liable to the Bank for such losses and damages incurred in all respects.

2. The Applicant shall open a foreign currency deposit account in the currency as prescribed by the Bank, and the deposit amount shall be as prescribed by the Bank, the Ministry of Finance, the Bank of Thailand and/or any government authorities from time to time.
3. The Applicant agrees that the Applicant shall not open a foreign currency deposit account under a name which is not the actual name of the Applicant or under an assumed name of any nature.
4. The Bank will pay interest at the rate announced by the Bank for each type of deposits and the Bank shall have the right to change such interest rate by announcing at the Bank's offices or branches and/or on the Bank's website and/or other means to be prescribed by the Bank, and such changed interest rate shall be deemed to be the applicable rate to the relevant type of the Applicant's deposits, though it is not the same rate as specified in the passbook, the instrument or any other documents whatsoever being called which has been issued by the Bank as evidence of deposit (hereinafter referred to as the "**Passbook/Deposit Receipt**").
5. The Bank will provide a monthly statement of the Applicant's foreign currency deposit account upon reasonable request of the Applicant and subject to any rule, regulation and announcement of the Bank. If there is no objection made to the Bank within 7 business days after the Bank's issuance of such monthly statement, it shall be deemed that the Applicant accepts that such monthly statement is correct.
6. The Applicant shall not make any change to any statement in the Passbook/Deposit Receipt and shall keep the Passbook/Deposit Receipt in a safe and secure place. If there is any loss or damage to the Passbook/Deposit Receipt, the Applicant shall immediately notify the Bank in writing. In case of loss, the Applicant shall execute any related document or proceed with any actions as prescribed by the Bank in order for the Bank to issue a new Passbook/Deposit

Receipt to the Applicant.

7. Any deposit to or withdrawal from the deposit account may be made at the Bank's branch or via any other means to be provided by the Bank in the future. Such transactions duly executed shall be deemed correct and binding on the Applicant. Such deposit to or withdrawal from the deposit account will result in the difference between the balance shown in the Bank's record and the balance shown in the Passbook/Deposit Receipt until the Applicant brings such Passbook/Deposit Receipt to the Bank to record the correct balance. In this regard, the balance shown in the Bank's record shall be deemed the correct balance.

In case the deposit or withdrawal requires any document execution, the Applicant shall write with a pen or ink which is indelible otherwise the Bank shall not be liable for any damages incurred in connection therewith.

8. In case of depositing any cheque, bill of exchange, promissory note and/or any other negotiable instrument (hereinafter collectively referred to as the "**Financial Instrument**") to any of the deposit accounts, the Applicant agrees to comply with the followings:

8.1 After the Bank has already collected fund under such Financial Instrument and credited such fund into the Applicant's deposit account, it will be deemed that the balance in the Applicant's deposit account shall be increased in accordance with the deposit amount of Financial Instrument and the Applicant will have the right to withdraw such fund.

8.2 If the Bank is unable to collect fund under the Financial Instrument, the Bank will cancel such deposit transaction and then will return such Financial Instrument to the Applicant or notify the Applicant in writing to pick up such Financial Instrument from the Bank.

In this regard, the Bank will return the Financial Instrument to the Applicant or send the notice to the Applicant to the address given to the Bank by the Applicant. If it cannot be delivered or reached the Applicant due to the Applicant changes the address without notify the Bank pursuant to procedures and means as prescribed by the Bank or for whatever reason such as no receiver, etc., it shall be deemed that the Applicant has already received such Financial Instrument/notification letter.

8.3 In the event that the an individual Applicant wishes to deposit any Financial Instrument payable to a juristic person into his/her personal account or into any deposit account which the account name does not match with the name of the juristic person, the Bank shall have the right to refuse to accept the deposit of such Financial Instrument even if such Financial Instrument may result in a payment to the holder thereof, or such Financial Instrument has been duly endorsed by such juristic person.

8.4 The collection under the Financial Instrument, whether made in domestic, up country, different regional and/or international, the Bank will make such collection in the manner and within the period as customarily practiced by commercial banks in Thailand. In addition, the Applicant agrees to pay the Bank collection fees at the rate prescribed by the Bank together with any other costs and expenses incurred by the Bank in connection with such collection immediately upon the notification sent by the Bank.

8.5 For the collection under any Financial Instrument, if it appears afterwards that the Applicant has no right under such Financial Instrument or is entitled to receive only a part of payment thereunder and as a result, the Bank is liable to pay any amount to the true owner on such Financial Instrument or any other persons, the Applicant shall

indemnify and hold harmless the Bank against such amount paid by the Bank together with interest thereon at the maximum default rate charged and announced by the Bank, such rate may be changed from time to time as announced by the Bank (hereinafter referred to as the "**Maximum Default Rate**") calculated from the date of payment by the Bank until the Bank has received payment in full.

- 8.6 The Financial Instrument to be deposited into foreign currency deposit account shall be payable in foreign currency.
9. The condition of withdrawal shall specify to use individual signature only. Rubber stamps, seals, handwriting, or other marks are not allowed to be part of the condition. Signature(s) used for withdrawal shall correspond to the specimen signature(s) of the authorized person(s) for withdrawal given to the Bank. If rubber stamps, seals, handwriting, or other marks are used together with the signature(s) of the authorized person(s) for withdrawal, the Bank shall have the right to reject such transaction.
10. In the event that the Applicant wishes to withdraw and/or transfer fund from the deposit account, but there is no balance or insufficient balance to cover transfer amount and/or fees (if any), the Bank shall have the right to reject such withdrawal and/or transfer transaction. In this regard, the Bank shall not be liable for any losses and damages incurred in any respects.
11. In the event that there is any error transaction incurred from whatever reason resulting in a mistakenly deposit of the Bank and/or any person's amount of money into the Applicant's deposit account by depositing or transferring or any other means, the Applicant authorizes the Bank to deduct such amount from the Applicant's deposit account immediately upon the Bank is aware of such error.
12. In the event that the Bank has credited an amount into the Applicant's deposit account after the Bank was notified that the amount in the Applicant's deposit account does not shown in case of there is a deposit or transfer transaction, if it appears later that there is deposit amount pursuant to such transaction, the Applicant authorizes the Bank to immediately reverse such deposit amount credited by the Bank from the Applicant's deposit account. In this regard, the Applicant is able to check such transaction from the Bank's statement.
13. In the event that the Applicant is the Bank's debtor for whatever reason, the Applicant agrees that the Bank shall have the right to debit fund from any the Applicant's deposit account maintained with the Bank or any amount which the Applicant is the owner or the creditor of the Bank or has the right to be payable from the Bank in order for payment of any debt between the Applicant and the Bank whether in whole or in part, whether such account and/or such amount reaches its maturity date or not.
14. In the event that the Bank has the right to debit any amount from the deposit account pursuant to this terms for whatever reasons, if there is no balance or insufficient balance in the Applicant's deposit account to be fully debited, the Applicant authorizes the Bank to debit all outstanding amount and the Applicant shall, upon receipt of notice from the Bank, pay such deficit amount to the Bank in full.

Unless otherwise specified in Clause 11., if the Applicant fails to pay any deficit amount to the Bank as the terms specified in the previous paragraph, the Applicant shall pay the interest to the Bank at the Maximum Default Rate, calculated from the date notified by the Bank until the Bank has received payment in full.

15. The Applicant shall not assign or transfer to any third party any and all parts of its rights in the deposit account and/or its rights to receive any deposit therein.
16. The Applicant agrees that the Bank shall not be liable for any losses or damages incurred by the Applicant as a result of the use of the Bank's services, including but not limited to any losses arising from the change of exchange rate that may be incurred as a result of depositing or withdrawing funds from the Applicant's deposit account, except such losses or damages caused by the Bank's willful misconduct or gross negligence.
17. In the event that the Bank's computer system or electricity system or communication system is malfunction or there is any circumstance causing temporary interruption of providing services of the Bank, which does not result from the Bank's failure to maintain the computer system pursuant to the standard, the Applicant shall not raise such circumstance to claim against the Bank to be liable thereof.
18. Any correspondence, document and/or notification sent by the Bank (1) to address, office, phone number, fax number or e-mail address given to the Bank by the Applicant (or to be given in written to the Bank through means as prescribed by the Bank) whether by registered, unregistered mail, by hand or E-mail address, and if it cannot be delivered because such address, office, phone number, fax number and/or E-mail Address is changed or removed but the Applicant does not notify the Bank of such change or removal in writing pursuant to means as prescribed by the Bank or cannot delivered because the given address or office cannot be found and/or whatever reasons in relation to E-mail address; or (2) the Bank has announced at the office or the branch and/or on the Bank's website and/or any other means to be announced by the Bank in the future, it shall be deemed that the Applicant has been duly acknowledged of the contents of such correspondence, document and/or notification.
19. The Bank may record any communications between the Applicant and the Bank and/or store and/or record and/or process information relating to the Applicant and/or transactions and/or any acts in connection with the use of services of the Applicant for the benefit of enhancement and provisions of the Bank's services, including for keeping record as an evidence for the use of services and transactions. The Applicant agrees to and shall not dispute the use of such record and/or information as an evidence against the Applicant under the laws.
20. For the use of the Bank's services, the Bank will collect, use and disclose the Applicant's personal data and/or any other person's personal data provided by the Applicant to the Bank for the purpose of providing services in accordance with this terms and conditions and any other purposes as prescribed in the Bank's Privacy Notice. To understand how the Bank collects, uses and discloses personal data and the data owner's rights in accordance with the Personal Data Protection Law, the Applicant may further read such Privacy Notice as announced by the Bank on the Bank's website namely [www.scb.co.th](http://www.scb.co.th) and/or any other channels prescribed by the Bank or to be further changed and notified to the Applicant by announcing on such website and/or any other channels prescribed by the Bank. In addition, in the event

that the Applicant has given any personal data of any other person, the Applicant shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice.

21. In case the Applicant is a juristic person, the Applicant gives consent to the Bank to collect and use any Applicant's information (which is not personal data under the Personal Data Protection Law) given by the Applicant to the Bank or received or accessed by the Bank from any other sources, for the purpose of complying with the laws and regulations of any countries which govern the Bank; conducting research and analyzing data; managing the Bank's business; proceeding with any acts in relation to the credit facility procedures; and/or offering, giving, or improving any products or services of the Bank, any products or services of any other persons for which the Bank is a distributor or an agent or having a relationship with the Bank.  
In addition, the Applicant gives consent to the Bank to send, transfer and/or disclose such information to authorized persons under the laws for the purpose of complying with the laws and regulations of any countries which govern the Bank; and/or to juristic persons or any other persons who are the Bank's counterparty to the contract or have a relationship with the Bank for the purpose of supporting the Bank's provision of services to the Applicant
22. For the benefit of the Applicant, the Bank may send commercial information such as product and service information, marketing information and promotion to the electronic address such as E-mail address and mobile number and the Applicant may cancel or reject the delivery of such commercial information by contacting SCB Call Center Tel.02-777-7777 or pursuant to the channel prescribed by the Bank.
23. The Bank shall have the right at any time to suspend the service in relation to deposit account(s) and/or to close the Applicant's deposit account(s) if the Bank reasonably believes that the Applicant's deposit account(s) is/are used in any activity which is unlawful or in violation of any rule, regulation or order of any government authority or which is inappropriate in any respect. The Applicant undertakes not to claim against the Bank for any damages in all respects.
24. The Applicant shall, at all time, maintain a minimum amount in the deposit account in the amount prescribed by the Bank from time to time. In the event that the outstanding balance in the Applicant's deposit is less than amount prescribed by the Bank, the Applicant agrees that the Bank shall have the right to close the deposit account and/or charge fees at the rate and under criteria as prescribed by the Bank. The Applicant authorizes the Bank to debit any amount from the Applicant's deposit account as payment for such fees. Should there be no balance left in the Applicant's deposit account after such debit, the Applicant agrees that the Bank may immediately close such deposit account and the Bank will inform the Applicant accordingly.
25. In the event that the deposit account has become dormant account, the Applicant agrees that the Bank shall have the right to charge fee for maintaining such deposit account in accordance with rate and criteria prescribed by the Bank. The Applicant authorized the Bank to debit any amount from the Applicant's deposit account as payment for such fee. Should there be no balance left in the Applicant's deposit account after such debit, the Applicant agrees that the Bank may immediately close such deposit account and the Bank will inform the Applicant accordingly.
26. In case of a juristic person account, the Applicant authorizes the Bank to suspend and/or close such deposit account if

it appears that the Applicant becomes insolvent or is in receivership, a petition for rehabilitation is filed, the registration is revoke, rehabilitation or business reorganization or makes a composition with creditors or the juristic person is dissolved for whatever reasons.

27. The Bank shall have the right to add, amend and/or modify these terms and conditions, including fees, service charges and/or expenses in relation to the use of the services provided by the Bank, provided that the Bank will inform the Applicant by announcing at the Bank's office or branch and/or the Bank's website and/or by other means as the Bank may deem appropriate 30 days in advance upon such addition, amendment or modification takes effect, except for the amendment, modification and/or addition which results in increasing the burden or risks to the Applicant in accordance with the Bank of Thailand's regulations, the Bank shall obtain consent from the Applicant before such amendment, modification and/or addition. In this regard, the Applicant agrees to be bound by and comply with such terms and conditions in relation to the use of service in relation to deposit account whether currently existing or as to be prescribed, amended and/or changed in the future in all respects.
28. When closing the foreign currency deposit account, the Bank will pay or transfer only the outstanding balance in the foreign currency deposit account after deducting fees.
29. The Applicant agrees to be bound by and comply with these terms and conditions, the terms and conditions for the opening of each type of deposit account, all terms and conditions in relation to the deposit accounts and exchange control regulations of the Bank of Thailand, whether currently existing and/or to be announced in the future (collectively referred to as the "**Terms and Conditions for the Use of Deposit Accounts**"). In this regard, should there be any damages incurred as a result of the Applicant's failure to comply with any of Terms and Conditions for the Use of Deposit Services, the Applicant agrees to be liable for such damages in all respects.
30. In case of the deposit account has been changed for whatever reasons, the Applicant agrees that these terms and conditions shall continue to be enforced with the changed deposit account in all respects.
31. Additional Conditions on the Opening of Fixed Foreign Currency Account
  - 31.1 In case of withdrawing fund in the fixed account, whether wholly or partially, the Applicant shall always present to the Bank a Passbook/Deposit Receipt provided by the Bank as evidence of fixed deposit. The Applicant shall verify the withdrawal amount and the balance in an updated or new Passbook/Deposit Receipt issued by the Bank (in case of partial withdrawal) and check whether the Bank's authorized official has signed it correctly. If not, the Applicants shall notify the Bank to correct it immediately.
  - 31.2 In case the Applicant does not withdraw or partially withdraw fund from the fixed account when such deposit reaches its maturity date, it shall be deemed that the Applicant agrees to deposit such amount continuously under the same terms and conditions, except the interest rate shall be the rate of the Bank which is effective at the time of interest calculation.