

**GENERAL TERMS AND CONDITIONS FOR THE USE OF THE BANK'S SERVICES  
AND OPENING ACCOUNTS**

**ARTICLE 1. SCOPE OF APPLICATION**

These Conditions will regulate any Account opened or maintained by the Customer with the Bank and any Services utilized by the Customer, and the Customer agrees to be bound by these Conditions.

Additional terms and conditions may be prescribed by the Bank from time to time in respect of certain Accounts and/or Services and shall be read together with these Conditions and shall be considered an integral part of these Conditions.

**ARTICLE 2. DEPOSITING MONIES INTO ACCOUNTS**

2.1 The minimum initial deposit and the minimum balance for each type of Account shall be such amounts as the Bank may stipulate from time to time.

2.2 Deposits may be placed with the Bank in any mode or manner as prescribed by the Bank from time to time. All deposits are subject to verification as considered appropriate by the Bank. Subject to the applicable laws, the Bank may, at any time and in its absolute discretion, without giving any reason, refuse to accept any deposits.

2.3 Deposit slips issued by the Bank are not valid receipts unless machine validated by the Bank. Deposit slips, whether machine validated or otherwise, are not evidence of receipt of cheques, drafts or bills of exchange or promissory notes or other negotiable instruments or the amounts thereof as stated in the deposit slips. The Bank reserves the right to alter any incorrect items stated on the deposit slip whether machine validated or otherwise.

2.4 In case of depositing any cheque, bill of exchange, promissory note, or any other negotiable instrument (hereinafter collectively referred to as the "Financial Instruments") to any accounts, the Customer agrees to comply with the followings:

- a) The Customer may withdraw any sum under the Financial Instrument so deposited only after the Bank has already collected the sum under such Financial Instrument and credited such sum to the Customer's account.
- b) If the Bank is unable to collect such sum under the Financial Instrument, the Bank may cancel such deposit transaction and then return such Financial Instrument to the Customer or notify the Customer in writing to pick up the said Financial Instrument from the Bank.

The Bank shall return the Financial Instrument to the Customer or give such notice to the Customer at the address given to the Bank by the Customer. If such Financial Instrument or notice could not reach the Customer due to the change of address, or for whatever reason, the Bank shall not be held liable for any damages arising therefrom.

- c) In the event that an individual Customer wishes to deposit into his/her personal account any Financial Instrument payable to a juristic person, the Bank may 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.
- d) Whether the collection of payment of any of the Financial Instrument is made domestically, and/or in different provinces and/or area and/or internationally, the Bank shall make such collection in such manner and within such time as customarily practiced by commercial banks in Thailand. In addition, the Bank shall be entitled to charge fee for such collection at the rate prescribed by the Bank together with any other costs and expenses incurred by the Bank in connection with such collection.
- e) In the collection of payment under any Financial Instrument, if it appears afterwards that the Customer has no right under such Financial Instrument or is entitled to receive only a part of payment thereunder and as a result of which, the Bank is liable to pay any amount to the true owner of the said Financial Instrument or any other person, the Customer shall have to indemnify the Bank such amount paid by the Bank together with interest thereon at the maximum default rate charged by the Bank to its general customers in case of default as announced by the Bank pursuant to the announcement of the Bank of Thailand, whether referred to as the maximum default rate or otherwise, such rate may be changed from time to time as may be announced by the Bank without having to obtain

consent from the Customer hereinafter referred to as the "**Maximum Default Rate**", calculated from the date of payment by the Bank. The Bank reserves the right to debit any credited amount from the Customer's account if the Customer does not comply with the regulation under this section.

- 2.5 Should there be any incorrect deposit of any third party's money for whatsoever reasons, whether by deposit or transfer or or any other means, to the Customer's deposit account, the Customer agrees that the Bank may, as soon as the Bank becomes aware of such incorrect deposit, immediately debit such sum from the Customer's account without having to give any prior notice to the Customer. In this connection, should there be no or insufficient balance in the Customer's account to be fully debited for whatsoever reason, the Customer shall, forthwith upon receipt of notice from the Bank, pay such deficit to the Bank in full. If, for any reason, the Customer fails to pay any deficit to the Bank within the time notified by the Bank, the Customer agrees that the Bank may charge interest on such amount at the Maximum Default rate announced by the Bank calculating from the due date of such payment up until such payment is made in full.

### ARTICLE 3. INTEREST

The Customer agrees that the Bank may pay interest on each type of deposits/accounts at such rate announced by the Bank for such type of deposits/accounts in accordance with the regulations prescribed by the Bank of Thailand, provided that the daily balance does not fall below such minimum balance as the Bank may require from time to time to be maintained in the Account to qualify for payment of interest.

The Bank has the right to, without having to give any prior notice to the Customer, change the interest rate in respect of any type of deposits/accounts whereupon such changed rate of interest shall be deemed to be the applicable rate to the relevant type of the Customer's deposits/accounts. For deposit accounts, the Bank has the right to pay interest at such changed rate to the Customer although it is not the same rate as specified in the passbook, the instrument or any other document howsoever named which has been issued or made by the Bank as evidence of deposit (hereinafter referred to as the "Deposit Receipt"). In this regard, it is not necessary for the Customer to present the Deposit Receipt to the Bank for recording such change of interest rate.

### ARTICLE 4. WITHDRAWALS

- 4.1 Withdrawals from each type of Account may be made in any mode or manner and on such terms and conditions as may be determined by the Bank from time to time. Withdrawals can only be made once the Bank has received the withdrawal Instructions as it finds satisfactory, together with the Customer's or the Authorised Person's provision of their identify card or passport. Cheques drawn on the Bank shall be on the forms approved by the Bank and registered for each Account.
- 4.2 The Customer shall be liable for all such Instructions irrespective of whether the relevant Account is in credit or otherwise. In the absence of any express agreement to the contrary, the Bank is not bound to honour any payment Instruction if there are insufficient funds in the Account.
- 4.3 Withdrawal shall be subject to the availability of the relevant currency notes and subject to fees or commission as the Bank may require and must comply with the laws of Thailand.

### ARTICLE 5. CHARGES AND RIGHT OF DEBIT

- 5.1 The Bank may impose any service charge, fee, commission and/or discount at its prevailing prescribed rate for any Service provided by the Bank and on all Accounts. All bank charges, commission, administrative charges, interest and fees of any nature in connection with any transaction or Instruction on the Account, performance of any obligation or provision of any Service, shall be borne by the Customer.
- 5.2 The Customer agrees to pay to the Bank on demand all monies and charges together with interest on such monies from the date due to the date of payment in the currency in which they are due and at such rate and calculated on such basis which the Bank may determine from time to time.

- 5.3 Any payment by the Customer under these Conditions shall be made in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without any deduction or withholding in respect of any tax (including value added tax (“VAT”) if any), or levy. If the Customer is required by any applicable law to effect such deductions or withholdings, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.
- 5.4 The Customer authorizes the Bank to debit the Account at any time with interest for all amounts due and payable to the Bank to recover from the Customer, without prejudice to the rights and remedies of the Bank against the Customer or any third party, and notwithstanding that the Customer may incur any loss in interest earnings or a reduction in the original principal amount due to bank charges and/or adverse exchange rate movements.

If there is no credit balance left in the Account after such debit, the Customer agrees that the Bank may immediately close such account without having to give any prior notice to the Customer.

#### **ARTICLE 6. USE OF ACCOUNTS**

- 6.1 Any information written by the Customer on any document relating to deposit, transfer or withdrawal must be made with a pen or any other type of ink which may not be obliterated, otherwise the Bank shall not be liable for any damages incurred in connection therewith.
- 6.2 The signature of the Customer to be placed on any document in relation to deposit, transfer or withdrawal shall be the same as the specimen signature of the Customer and/or the joint account owner as previously given to the Bank and shall be completed and complied with the conditions given to the Bank. The Customer accepts that the Bank shall not be bound or obliged to examine any rubber stamp, seal or other manuscript relating to the signing on the said document other than that the signature of the Customer which have been given to the Bank as aforesaid.
- 6.3 The Customer is well aware and understood that any deposit to, transfer from or withdrawal of an amount from any account maintained with the Bank may be made not only at the Bank's counter but also through other services of the Bank; for instances, by making standing orders, using electronic services (such as telebanking service) or via any other services as may be provided by the Bank. In which case, any transaction duly executed in accordance with the terms and conditions of the respective services shall be deemed correct and binding on the Customer without having to execute any document or other evidence of such transaction.

For deposit accounts, transfer or withdrawal of money into or from a deposit account will result in the balance shown in the Bank's record of such deposit account being different from that shown in the Customer's Deposit Receipt until the Customer shall bring such Deposit Receipt to the Bank to record the correct balance, the Customer agrees that the balance shown in the Bank's record of such account shall be deemed correct.

- 6.4 The Customer agrees that the Bank shall not be held liable for any losses or damages incurred by the Customer as a result of the use of the Bank's services under this Agreement.
- 6.5 The Customer agrees that the Bank may, as it deems appropriate, supplement and/or amend the terms and conditions for any provision of the Bank's services hereunder, including the rate of any fees and/or expenses charged for the use of any of the Bank's services.
- 6.6 The Customer agrees to be bound by and comply with all terms and conditions for the use of the Bank's services under this Agreement and/or the terms and conditions for the opening of each type of account and/or the use of the Bank's service. The Customer also agrees to be bound by and comply with such terms and conditions as may be further announced by the Bank in the future. The Customer further agrees that any documents or letters with respect to the use of any services of the Bank and/or the opening of any type of the account, given or delivered by the Bank to the Customer and/or to be announced by the Bank in the future shall be deemed as an integral part of the terms and conditions specified in this Agreement. Should there be any damages incurred as a result of the Customer's failure to comply with any of the said terms and conditions, the Customer agrees to be liable therefor in all respects.

- 6.7 The Customer shall not transfer, assign, pledge, mortgage, charge or otherwise encumber or give by way of security to any party any deposit or balance standing to the credit of the Account or any part thereof or the Customer's rights and obligations in relation to any Account.

#### **ARTICLE 7. AVAILABILITY AND VARIATION OF ACCOUNTS**

The operating hours of or the time period during which any Account may be available are subject to change without prior notice. The Bank shall use reasonable endeavours to ensure that such Account will be available during the times specified by the Bank from time to time provided that nothing herein shall be considered or be deemed as a warranty by the Bank that such Account will be available (whether uninterrupted or available at all) during such specified times. Notwithstanding any representation to the contrary, the Bank shall at any time, in its discretion and without prior notice, be entitled to temporarily suspend (for updating, maintenance and upgrading or any other purposes whatsoever that the Bank deems fit), or limit, cancel or suspend in whole or in part for any reason whatsoever, the operations of any Account including without limitation the transaction types, withdrawal or transactions limits, services, features, products and facilities available through or under the Account, and in such event, the Bank shall not be liable to anyone. The Bank may also from time to time, without prior notice, set or vary the frequency or manner of use of any Account.

#### **ARTICLE 8. ACCOUNT STATEMENTS/CONFIRMATION ADVICES AND VERIFICATION**

When the Bank sends to the customer a statements of account or confirmation advices at monthly intervals or such other intervals as the Bank may from time to time determine, the Customer agrees to verify the correctness of all details contained in each statement or confirmation (and in the case of a confirmation slip, to sign and return the same where required) and to promptly notify the Bank in writing of any such discrepancies, omissions or errors therein. If the Customer fails to notify the Bank within the period prescribed by the Bank, the details in such statement shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding any acceptance (actual or deemed) by the Customer.

#### **ARTICLE 9. MANDATE/INSTRUCTIONS**

- 9.1 The Bank is authorized to act on the Instructions given in accordance with each Account mandate. The Customer is solely responsible for ensuring the accuracy, completeness and authenticity of all Instructions. Any action taken by the Bank on the basis of any Instruction (including any Instruction that the Bank believes in good faith to be given by the Customer) shall be effective and valid and binding on the Customer and shall completely discharge and absolve the Bank from any liability to the Customer and/or any other parties.
- 9.2 The Bank shall be entitled to refuse to act on any Instruction if there is ambiguity or inconsistency or conflict in the Instructions, or if such Instructions are inconsistent with any applicable law, rule or other regulatory requirements or the requirements or policies or practices as prescribed by the Bank from time to time or if the Bank has any doubt on the authenticity, clarity or completeness of the Instructions.
- 9.3 The Bank shall be entitled to but not bound to further verify the identity of the Customer and/or the Authorized Person and/or that the transaction has been authorized by the Customer.
- 9.4 The Customer acknowledges that the Bank may implement whatever security procedures and features it deems appropriate and/or necessary from time to time to verify the identity of the Customer and/or the Authorized Person and that the transaction has to be authorized by the Customer. Without prejudice to the foregoing, the Bank may require confirmation of any Instruction from the Customer or the Authorized Person in any form or manner as it deems appropriate.
- 9.5 The Customer shall notify the Bank promptly in writing of any change or variation in his signature or that of an Authorized Person or the authorized manner of signing. The Bank shall be entitled to process such notification of change within the period prescribed by the Bank. Before the Bank has updated its record, the Bank shall be entitled to honour any cheque or other instrument or act on any instructions given by the Customer or an Authorised Person based on its then current record.

- 9.6 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to exercise proper supervision and control over its staff so as to ensure that they do not make use of facsimile signature stamps in the giving of remittance instructions, or in communications with the Bank without first notifying the Bank and entering into such arrangements as the Bank may require. The Bank may (but is not obliged to) verify a facsimile signature stamp against the specimen facsimile signature stamp of the Customer. Where the Customer or the Customer's staff (in the case of a corporate Customer) makes use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Conditions: (i) the Bank reserves the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to the Customer; and (ii) the Bank shall not be liable for any loss howsoever arising if it honours a cheque, or allows a withdrawal or acts on any Instruction, bearing a facsimile signature which is not easily identifiable as such. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other instrument
- 9.7 The Bank shall not be taken to have received or have notice of any countermand from the Customer until the Bank communicates to the Customer to that effect.
- 9.8 The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted upon such request on any previous occasion.
- 9.9 All Instructions once received by the Bank shall not be cancelled, withdrawn or amended unless the Bank in its discretion agrees otherwise.
- 9.10 The Bank may elect not to act on the Customer's Instructions where it results in the total amount of payments exceeding the credit balance in the Account but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference the time of receipt of the Customer's Instructions.
- 9.11 The Bank is hereby authorized (but is not obligated) to act on any oral or telefax Instructions. If the Bank accepts and acts on such instructions, the Customer agrees not to dispute any instruction or communication so given and acknowledges and accepts the risks of giving such instructions (including the risk of fraud, forgery, delay, misunderstanding, transmission error or failure or security breach). The Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting on oral or telefax Instructions and that a note of oral Instruction made by the Bank's offices or a copy of the telefacsimile instruction shall be conclusive and binding evidence of such Instruction, provided that the failure to make any such note shall not in any way affect the authorization herein contained or prejudiced the rights of the Bank under these Conditions.

#### **ARTICLE 10. JOINT ACCOUNTS**

- 10.1 Account Holders of a joint account agree that all liabilities incurred on or debit balances in the Account, and all Instructions given and transactions effected by or through the use of Account, shall be the joint civil obligations of all the Account Holders and accordingly, the Bank shall be entitled to request any one of the Account Holders to perform any such obligations.
- 10.2 In the event that the Bank:
- a) receives ambiguous or conflicting Instructions in connection with the Account,
  - b) receives Instructions in connection with the closure of such Account,
  - c) becomes aware of any dispute that may have an impact on the using of such Account, or
  - d) in any other circumstances as the Bank may deem appropriate,

the Bank shall be entitled to decline to act and to insist that it acts only on the Instructions of all the Account Holders or all the Authorised Persons, or require evidence as are satisfactory to the Bank. If the Bank has so acted, the Bank is entitled to retract any action that the Bank has taken so that the Account(s) are put in the original position they were in before the Bank took such action. In all and any of the cases set out in Article 10.2, the Bank shall have no liability to the Customer or any of joint Account Holders or to the partners, Authorised Person(s), members, shareholders or directors of the Customer for so acting or refusing to act.

- 10.3 The Bank is authorised to credit joint accounts with funds belonging or purporting to belong to any one or more of the joint Account Holders. Upon the termination of a joint account and after the application of any amount remaining in the joint account towards discharging any debt incurred on the joint account whether or not due, the Bank shall have the right to refund such amount or any balance thereof in favour of all the joint Account Holders (regardless of the identity of the person(s) who are entitled to the funds).
- 10.4 In the event an individual joint Account Holder is dead, declared to be dead, disappeared, having limited or loss of civil legal capacity (except in the case of joint accounts designated as representative/nominee/custodian accounts), the Bank shall have the rights to continue to pay the amount standing in the Account to the surviving joint Account Holder pursuant to the conditions of payment, transfer or withdrawal previously given to the Bank unless any heir of the deceased joint Account Holder shall have contact the Bank. However, in this case, the Bank shall have right to hold the amount standing for the benefit and to the order of the survivor(s); in the event an organizational joint account owner becomes dissolved or bankrupt, or terminates the operation, then the use of the Account and the obligations arising from such use will be in accordance with the law.
- 10.5 Where the Account mandate provides for operation of the Account(s) by the single signature of any one of the joint Account Holders or any one of the Authorised Persons, then if any one of the joint Account Holders or the Authorised Persons is deemed to have suffered a loss or restriction of civil legal capacity as evidenced by such documents satisfactory to the Bank; or if any of the Customers being organization becomes bankrupt or goes into liquidation, the Bank shall be entitled to freeze or suspend operations on the Account(s) and refuse access to the funds therein, without liability to the Customer, upon notice of the relevant event (including notice of such bankruptcy, or loss or restriction of civil legal capacity or notice from the other joint Account Holders or Authorised Person(s) or the relevant trustee/liquidation/assets management/assets realisation committee in bankruptcy, liquidator or legal representative). For the purpose of this Article 10.5, the Bank shall have the absolute discretion to verify and determine by any means it deems appropriate whether any person has suffered loss or restriction of civil legal capacity, or if Customers being organization becomes bankrupt or goes into liquidation, and such determination shall be conclusive and binding of the Customer.
- 10.6 Where the Account mandate provides for operation of the Account(s) by joint signatures of Account Holders of Customers, then if any one of the Customers being organization becomes bankrupt or insolvent, the Account(s) can be operated or closed only by the joint signatures of the trustee/liquidation/assets management/assets realisation committee in bankruptcy of the bankrupt joint account owner and the other joint account owner(s).

#### **ARTICLE 11. ACCOUNT SUSPENSION**

- 11.1 The Bank would suspend the operation of the Account (a part of or the whole amount in the Account) upon written request of the Customer.
- 11.2 The Customer agrees that the Bank may in its own discretion suspend the Customer's operation of the Accounts at any time if the operation of the Accounts triggers violation of any of the regulations, laws or would put the Bank in breach of FATCA requirements.

#### **ARTICLE 12. ACCOUNT BLOCKING**

- 12.1 The Customer agrees that the Bank has the right to block a part of or the whole amount in an Account in the following circumstances:
- a) When there is a written notice of one of the joint Account Holders about disputes in relation to the joint Account;
  - b) When there is a written decision or request of competent authority in accordance with the law;
  - c) When the Bank discovers an error when the Bank debits into the Account or upon the refund request of the money transfer payment provider;
  - d) When the Bank discovers there is any signs of fraud, violation of the laws in relation to the Account;

Where the Account blocking is not requested by the Customer, the Bank must give a notification of the Account blocking to the Customer. After the Account is blocked, the Bank will send a notice to the Customer (or the guardian, authorised representative in accordance with the law of the Customer) stating the reason and scope of blocking, the

amount of monies which has been blocked, and that the blocked amount on the Account would be preserved and closely controlled. The blocked amount is still entitled to generate interest in accordance with the Bank's regulations. Where the Account is partly blocked, the unblocked amount will still be used normally.

- 12.2 The Customer agrees that the Account blocking is terminated:
- a) Where upon the expiry of the blocking period;
  - b) Where a competent authority in accordance with the law makes a decision or request to terminate the blocking;
  - c) Where the Bank has settled or fixed the mistake or error about money transfer;
  - d) Where upon verification, the Bank deems that there is no fraud or breach of laws in relation to the Account; or
  - e) Where there is a written notice of all joint Account Holders that the dispute in relation to the joint Account has been finally settled.

### **ARTICLE 13. ACCOUNT CLOSING**

- 13.1 The Customer agrees that the Bank has the right to close any Account under any of the following circumstances:
- a) Upon notice to the Customer if requested in writing by the Customer and after the Customer has fully performed obligations in relation to the Accounts. In case the Customer is below 15 years old, or from 15 to 18 years old having no private assets, persons with limited civil legal capacity, persons in loss of civil legal capacity, the closing of Account is performed upon request of the guardian, the authorised representative in accordance with Thai laws;
  - b) In the event of the Customer's death, disappearance, incapacity or loss of civil legal capacity, termination of operations, winding-up, liquidation, dissolution, bankruptcy, judicial management or receivership or any other event having an analogous effect under Thai laws or the laws of any other applicable jurisdiction;
  - c) In the event the Customer is in breach of any of the provisions as mentioned under this Agreement;
  - d) The balance in the Account is "nil", there is negative balance in the Account, or the balance does not meet the minimum balance required for the Account.
  - e) There is no transaction activating the Account;
  - f) Other cases as stipulated under Thai laws.

The Bank would send prior notice to the Customer before closing the Account. The Customer shall not hold the Bank responsible for any loss or damage suffered by it as a result of the closure of any Account.

- 13.2 The Bank may discharge its liability to the Customer for any money or credit balance in the closed Account by returning the monies to the Customer in such mode and manner as the Bank deems fit. When an individual having an Account dies, or has been declared as dead, having disappeared, or as having a limited or loss of civil legal capacity, after the Account is closed, the Account balance will be disbursed as per the request of the heir, lawful custodians of the Account owner, as per the order of a court award or according to the contents of a decision of a competent authority.
- 13.3 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account shall survive the termination of this Agreement and closure of the Account.
- 13.4 Upon closure of the Account or termination, the Customer shall immediately return all property belonging to the Bank (including, without limitation, unused cheque form(s)) to the Bank.

### **ARTICLE 14. OBLIGATIONS OF THE CUSTOMER**

- 14.1 The use of the Account must comply with the laws and the regulations of the Bank. Joint Account Holders have the same rights and obligations with respect to the joint Account, and the use of the Account must have the approval of all joint Account Holders. Joint Account Holders may authorise each other or another person to use and dispose of the joint Account within his/her rights and obligations.
- 14.2 Ensure the sufficient amount of the minimum balance as regulated by the Bank and the sufficient amount of the balance permitted for use in the Account to perform valid payment Instructions and to pay charges as regulated by the Bank in case of overdraft.

- 14.3 Follow the Bank's guidelines for making payment Instructions and using payment instruments, perform payment transactions via the Account, using, circulating and keeping transaction documentation, and ensuring the safety measures in payments as regulated by the Bank.
- 14.4 Perform accounting, keep track of and compare the Account balance with Account documentation sent by the Bank.
- 14.5 Provide information that is sufficient, valid, accurate and compatible with the application for opening the Account at the Bank for payment transactions, provide prompt notice to the Bank in case there is a change to the information in relation to opening the Account, and send related documentation. Take all liabilities for errors or acts of misuse or defrauding upon using payment services via the Account as a result of the Customer's fault.
- 14.6 Give a prompt notice to the Bank upon finding errors or mistakes in his/her Account or his/her Account's being misused. Return to the Bank credited amounts of which he/she is not the owner upon his/her discovery of the wrong accounting or when receiving the Bank's notice to which beneficiary rights cannot be proved.
- 14.7 May not lease or lend the Account; may not use his/her own Account for payment transactions for the purpose of money-laundering, sponsoring terrorism, cheating, fraud or any activities that violate the laws.
- 14.8 The Customer shall cooperate and facilitate the Bank in the management of the Account, including immediately notifying the Bank in writing if the Customer does not receive his/her cheque book(s) (which the Customer has requested to be dispatched to him) within the period prescribed by the Bank.
- 14.9 The Customer shall immediately notify the Bank promptly in writing of any change about the Authorised Person, and change or variation in his/her signature or that of an Authorised Person or the authorised manner of signing. The Bank shall be entitled to process such notification of change within the period prescribed by the Bank.
- 14.10 Other obligations as stipulated by the laws.

#### **ARTICLE 15. RIGHTS OF THE BANK**

- 15.1 Have the right to automatically credit the Account in the cases as stipulated by the laws and as agreed in this Agreement;
- 15.2 Have the right to refuse to proceed with the Customer's payment Instructions in certain cases as stipulated by law and as agreed in this Agreement;
- 15.3 Have the right to stipulate the minimum balance amount in the Account and provide notice and guidance for the Customer's awareness;
- 15.4 Have the right to issue and apply safety and security measures during the opening and using of the Account in accordance with the laws;
- 15.5 Have the right to request Customers to provide relevant information when executing payment services as regulated.
- 15.6 Have the right to impose penalties on Customers for violating regulations on using the Account as agreed or as regulated.
- 15.7 Have the right to instruct Customers to correctly implement regulations on preparing documents for opening an Account, preparing transactional documentation and relevant regulations in the use of the Account.
- 15.8 Other rights as stipulated by the laws.

#### **ARTICLE 16. BANK'S SECURITY RIGHTS**

The Customer agrees that when the Bank accepts or incurs any liability at the request of the Customer, or when the Account is overdrawn, or when any interest, service charge, tax or other sum (“**Charges**”) is due and payable to the Bank, any deposits, funds, documents, instruments, bonds, shares or other securities, and any other valuables held by the Bank in the name of, or on behalf of, the Customer (hereinafter called “**Collateral**”) including Collateral in safe



custody, shall automatically be pledged and/or mortgaged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft.

**ARTICLE 17. RIGHT OF SET-OFF**

- 17.1 Without prejudice to the rights of the Bank under the written laws, the Bank shall be entitled to set-off any credit balances, whether matured or not, in any one or more such Accounts wheresoever situated, including those in overseas branches, against any liabilities of the Customer or of any one or more of account owners on any Accounts or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, single or joint, or joint and several.
- 17.2 The Bank shall also be entitled in the event of any breach by the Customer of this Agreement or any default or non-payment of any other debt, obligation or liability of the Customer to the Bank, to sell any Collateral (as defined in Article 16) by way of public or private sale without any civil/criminal/administrative proceedings whatsoever, and retain from proceeds derived there from the total amount remaining unpaid, including all costs, legal fees and costs (on an indemnity basis), charges and other expenses incidental to such sale. The Customer shall immediately upon demand pay to the Bank the amount of any deficiency.

**ARTICLE 18. INDEMNITY BY CUSTOMER**

- 18.1 The Customer, the guardian or the authorised representative of the Customer in accordance with the law agree to indemnify and compensate in full the Bank and all of the Bank's servants, employees, nominees, directors and agents for all losses, costs, damages, claims and expenses, including legal fees and costs, howsoever suffered or incurred by the Bank (other than such losses, costs or damages arising from the willful misconduct of the Bank, its employees and agents).
- 18.2 The Bank reserves the right to reserve such sums in the Account(s) (including Accounts held jointly by the Customer with other person(s)), as it may determine to be required to indemnify it for any losses, costs, damages, claims and expenses which it may suffer, incur or be liable to pay on behalf of the Customer and/or under or in connection with the Account.

**ARTICLE 19. GENERAL EXCLUSION OF LIABILITY**

- 19.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the Bank or through any event of force majeure, including, without limitation, the following:
- a) alteration of Instructions and/or forgery of the Customer's or any Authorised Person's signature;
  - b) for any reason beyond the Bank's control, the operation of any Account is restricted or otherwise affected;
  - c) acting or omitting to act in good faith on the Customer's Instructions, without inquiry as to the identity or authority of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding that such Instruction may conflict with other Instruction(s) given by the Customer or the Authorised Person to the Bank, or any error, misunderstanding, fraud, forgery or incompleteness or lack of clarity in the terms of such Instructions;
  - d) any loss or damage caused by any delay or failure in any transmission or communication facilities or any loss of, destruction to or error in the Bank's records, howsoever caused;
  - e) the funds credited or debited from the Account(s) diminish in value due to tax, inter alia, taxes, depreciation or fluctuation in exchange rates or the inability of any branch of the bank (whether in Thailand or elsewhere) to perform any of its obligations under any Account or Service, or become unavailable due to restrictions (however arising) on convertibility, requisitions, involuntary transfers or distraints of any kind, exercise of governmental and military powers, war, strikes or other causes beyond the Bank's reasonable control;
  - f) any loss or damage arising from or relating to lost cheques;
  - g) any loss or damage arising from the Bank's inability to detect the authenticity of the Instructions in cases where the Bank bears no fault;
  - h) any loss or damage arising from the Customer's negligence, default or misconduct; or

- i) any act or omission (including any negligence or willful misconduct) or bankruptcy or insolvency of any agent, correspondent or counterparty used by the Bank or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such agent, correspondent or counterparty.

19.2 To the greatest extent permitted by applicable law, the Customer agrees that Bank will not be liable to the Customer for any losses, costs, expenses, damages, liabilities the Customer may suffer as a result of the Bank's complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities, including, in accordance with FATCA, or if the Bank makes an incorrect determination as to whether or not the Customer should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from the Bank's reliance on incorrect or incomplete information provided to the Bank by the Customer or any third party, unless that loss is caused by the Bank's gross negligence and/or willful default of this clause or fraud.

## **ARTICLE 20. COLLECTION, USE AND DISCLOSURE OF DATA**

20.1 Where any banking facility has at any time been granted to or requested by the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Bank will at any time and without prior notice, disclose information concerning the Customer, any Authorised Person, the credit balance or other relevant particulars of the Account to any guarantor, surety or other security grantor or person who has undertaken liability or provided security for the Account or the Customer and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security or in the course of the Bank acting on the Customer's request.

20.2 Without prejudice to the generality of the foregoing, the Bank will disclose the following information in the payment instruction accompanying any wire transfer for the purpose of providing the Bank's services in relation to deposit account:

- a) the Customer's name;
- b) the Customer's account numbers/unique reference number (as the case may be);
- c) the Customer's address, unique identification number and if any, date and place of birth; and/or;
- d) such other information as deemed appropriate by the Bank.

20.3 The Customer shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, that may be required to enable the Bank and its agents to document the Customer in accordance with FATCA, any applicable law and regulation or other agreement by or between governments.

The Customer shall notify the Bank in writing within thirty (30) days of any change that affects the Customer's tax status pursuant to FATCA, any legal requirement or other agreement by or between governments.

The Customer acknowledges that additional documentation or other information may be required in order to process any such change and the Customer shall provide all required documentation or other information when the Bank requests the same.

20.4 The Customer represents and warrants that it has provided to the Bank all documentation or other information as may be required by the Bank for compliance with FATCA, any applicable law and regulation or other agreement by or between governments, and the Customer shall provide all required documentation or other information within 7 days of a request from the Bank in writing or otherwise. The Customer agrees that it would provide all documents or information as required by the Bank for the purpose of FATCA compliance, or take any actions as requested by the Bank for the purpose of FATCA compliance.

The Customer further acknowledges that any failure on the part of the Customer to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer, to the extent permitted by laws, in order for the Bank to be compliant with requirements under FATCA, any applicable law and regulation or other agreement by or between governments.

- 20.5 The Bank may record any communications between the Customer and the Bank and/or store and/or record and/or process information relating to the Customer and/or transactions and/or any acts in connection with the use of services of the Customer for the benefit of enhancement and provision of the Bank's services, including for keeping record as an evidence for the use of services and transactions. The Customer agrees to and shall not dispute the use of such record and/or information as an evidence against the Customer under the laws.
- 20.6 For the use of the Bank's services, the Bank will collect, use and disclose the Customer's personal data and/or any other person's personal data provided by the Customer to the Bank for the purpose of providing services in accordance with these 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 Customer 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 Customer by announcing on such website and/or any other channels prescribed by the Bank. In addition, in the event that the Customer has given any personal data of any other person, the Customer shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice.
- 20.7 In case the Customer is a juristic person, the Customer gives consent to the Bank to collect and use any Customer's information (which is not personal data under the Personal Data Protection Law) given by the Customer 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 Customer 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 Customer.
- 20.8 For the benefit of the Customer, 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 Customer 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.

## ARTICLE 21. COMMUNICATION AND VALIDITY

- 21.1 The Customer shall notify the Bank immediately upon any change of the particulars or status of the Customer and/or any Authorised Person as required by the Bank from time to time. If the Customer fails to proceed with the notification, the Bank will consider that all information kept at the Bank by the Customer is accurate. The Customer will bear responsibility for all losses and damage if failing to timely provide for the Bank with changed information. The Bank only shall be deemed to have received notice from the Customer on the date receipt by hand or the receipt date noted on postmark. Otherwise, the Bank reserves the right to use the information kept in the Bank.
- 21.2 All notices to and communications with the Customer from or issued by the Bank may be sent by post, facsimile or other electronic transmission, hand delivery, or any other manner as deemed fit by the Bank, to the last known address, facsimile or other relevant number of the Customer in the Bank's records and shall be deemed as (even if they could not be delivered or transmitted or were returned undelivered): (i) having been received by the Customer on the day following such posting, or on the day of the facsimile or other electronic transmission or hand-delivery; and (ii) to be effective service for the purpose for which such communications was sent.
- All notices or other communications may be given in the Bank's branches or in the press (i.e., in leading Thai newspapers) or via radio or television broadcasts or any other media chosen by the Bank in its absolute discretion and the Customer shall be deemed to have received the same on the date of such publication or broadcast.
- 21.3 The Customer shall not hold the Bank liable in the event that such communications are delayed intercepted, lost and/or failed to reach the Customer during delivery, transmission or despatch, or if the content in such communications is disclosed to any third party during transit.

- 21.4 Where any Instruction is given by the Customer to the Bank to retain any communications for the Customer's collection, such communication shall be deemed as having been dispatched and received by the Customer at the time when it first becomes available for the Customer's collection.
- 21.5 The Customer agrees that the Bank shall have the right to amend this Agreement from time to time as it may deem fit in its absolute discretion, and the amendment to this Agreement may be announced by being declared publicly or by displaying a notice thereof on the Bank's premise without the need to be sent separately to the Customer. In case of revising the terms and conditions of using debit cards, the Bank shall also notify transaction networks and serving chains for the purpose of informing the Customer. The Customer shall be bound by the amendment to the Agreement from the date the amendment to the Agreement is publicly declared or display in the Bank's premise or otherwise pursuant to the amendment to the Agreement, except for the case the Customer notify in writing to the Bank pursuant to Article 21.6 below of this Agreement.
- 21.6 If the Customer does not accept any amendment to this Agreement, the Customer shall promptly notify the Bank in writing and shall discontinue operating the Account, and shall promptly close the Account. If the Customer continues to operate the Account, the Customer shall be deemed as having agreed to the amendment without reservation.
- 21.7 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank its rights under any of this Agreement, or any other applicable terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under this Agreement.
- 21.8 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be thereby affected or impaired.

## ARTICLE 22. ASSIGNMENT/TRANSFER

This Agreement is binding and endures to the benefit of the Bank and the Customer and their respective successors in title and permitted assigns. The Bank may assign or transfer any or all of its rights and obligations under this Agreement or in relation to the Account to any third party at any time without the prior written consent of the Customer.

## ARTICLE 23. APPLICABLE LAW & PROCEEDINGS

This Agreement shall be governed by and construed in accordance with the laws of Thailand and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of Thailand.

## ARTICLE 24. DEFINITIONS

“**Accounts**” means any account of the Customer with the Bank, including but not limited to time deposit accounts, savings accounts, current accounts, direct investment accounts, indirect investment accounts, and any other accounts (in VND/foreign currency) used for the purposes of the Services and from which funds may be applied for the utilisation of any Services, or such any other types of accounts which may be made available by the Bank from time to time.

“**Account Holder**” means the person in whose name the account is opened. In the case where the Customer is an individual, the Account Holder is the individual in whose name the account is opened. In the case of an account of an organization, the Account Holder is the legal representative or authorised representative of the organization opening the account.

“**Authorised Person**” means a person authorised by the Customer (whether alone or jointly with any other person or persons) to give any Instruction and/or execute or sign any instrument and/or to operate the Account and/or to effect any transaction in relation the Account for and on behalf of the Customer.

“**Business Day**” means any calendar day other than a Saturday, Sunday, public holiday or bank holiday in Thailand. Business Day for foreign currency deposits means a day when both the Bank and any relevant business centre as determined by the Bank for the relevant foreign currency transaction are open for business.

“**Conditions**” means this general terms and conditions for the use of the Bank’s services and opening accounts, as may be varied, amended or supplemented from time to time.

“**FATCA**” (Foreign Account Tax Compliance Act) means:

(a) sections 1471 to 1474 of the United States Internal Revenue Code of 1986, or any associated regulations or other official guidance;

(b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or

(c) any agreement pursuant to the implementation of paragraph (a) or (b) with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction.

“**Instructions**” means any requests, application for the opening of any Account or the provision of any Service, authorization or instructions, in whatever form, substance and manner as may be required by or otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet, telecommunications, computer or other electronic terminal, equipment or system or otherwise) at any time whatsoever whether before or after these Conditions are applicable, made to the Bank by the Customer or an authorized person, including any requests, applications, authorization and instructions to revoke, ignore or vary any previous requests, applications, authorization and instructions, or which the Bank or an officer of the Bank reasonably believes to be the requests, applications, authorization or instructions received by and transmitted to the Bank in accordance with the Bank’s procedure and requirements.

“**Services**” means the services provided by the Bank or such other types of services which may be available from the Bank from time to time (including any new, additional or enhanced transaction type(s), service(s) and/or product(s) through or under any of the existing Account and/or Services at any time) and “Services” means any one of them.

#### **Extension Terms and Conditions for Current Account**

##### **1. OVERDRAFTS**

In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overdrawn. If the Account is overdrawn, the Customer shall pay interest on the overdrawn amount at such rate as prescribed by the Bank from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment. In this regard, the Customer authorizes the Bank to debit the Account as prescribed in Clause 5.4.

#### **Extension Terms and Conditions for Thai Baht Non-Resident Account**

1. The Customer undertakes that the total balance in the Accounts of the Customer when combines with balance in all Thai Baht non-resident account maintained with other financial institutions in Thailand in each day shall not exceed 200,000,000 Baht (Two Hundred Million Baht) or any other amount prescribed by the Bank of Thailand. In case the total amount exceeds 200,000,000 Baht (Two Hundred Million Baht) or any other amount prescribed by the Bank of Thailand and the Customer does not sell such exceeded amount within the end of the day and/or any other period prescribed by the Bank, the Customer agrees that the Bank shall have the right to sell such exceeded amount in accordance with the means, procedures and exchange rate prescribed by the Bank of Thailand.
2. Any overnight overdraft facilities for Thai Baht non-resident account are not allowed.

#### **Extension Terms and Conditions for Thai Baht Non-Resident Account for Securities**

1. The Customer undertakes that the total balance in the Accounts of the Customer when combines with balance in all Thai Baht non-resident account for securities maintained with other financial institutions in Thailand in each day shall not exceed 200,000,000 Baht (Two Hundred Million Baht) or any other amount prescribed by the Bank of Thailand. In case the total amount exceeds 200,000,000 Baht (Two Hundred Million Baht) or any other amount prescribed by the Bank of Thailand and the Customer does not sell such exceeded amount within the end of the day and/or any other period prescribed by the

Bank, the Customer agrees that the Bank shall have the right to sell such exceeded amount in accordance with the means, procedures and exchange rate prescribed by the Bank of Thailand.

2. The Customer undertakes that the Customer will use this Thai Baht non-resident account for securities only for the purpose of investment in all types of securities and financial instruments such as equity securities, debt securities, investment units, future contracts under Thailand Futures Exchange (TFEX) and The Agricultural Futures Exchange of Thailand (AFET) and/or for the purpose of payment of such investment or receipt of any amount or benefits from such investment.
3. Any overnight overdraft facilities for Thai Baht non-resident account for securities are not allowed.