

Specific Terms and Conditions for Opening the Current Account

1. For drawing or withdrawal by cheque, the Applicant shall use only cheques provided by the Bank for each particular 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 an account or by using ATM, as maybe further agreed with the Bank.
2. The Applicant acknowledges that the Bank of Thailand requested for the cooperation 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 sign his/her signature at such cross. The Applicant's signature shall correspond to the specimen signature(s) for withdrawal given to the Bank.
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 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 account while the credit balance in the Applicant's 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 agrees that the Bank shall have the right to set off of such debt from and against any sum in the Applicant's 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 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 current account and the Applicant agrees to pay interest thereon to the Bank at the interest rate of current account agreement debt announced by the Bank calculated from the date the Applicant has current account debt with the Bank until the Bank has received such payment in full. In addition, if the Applicant has the overdraft credit line with the Bank, the Applicant agrees that the Bank shall have the right to debit such amount which the Applicant is liable into the current account so that such amount shall become the overdraft

debt of the Applicant and the Applicant agrees to pay the overdraft debt to the Bank pursuant to the conditions prescribed in the overdraft agreement.

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 10 of the General Terms and Conditions for the Use of the Bank's Services and Opening of All Types of Deposit Accounts.

7. In the case that the Applicant draws a cheque while there is insufficient outstanding balance available for payment or exceed the credit line, the Applicant agrees that the Bank shall have the right to charge fees for returning cheque in accordance with the rates, criteria and regulations prescribed by the Bank, provided that the Bank shall have the right to debit an amount from the Applicant's account to apply as payment of such fees. In addition, in case that the Bank reasonably believes that the Applicant draws a cheque while there is insufficient outstanding balance available for payment or exceed the credit line, the Applicant agrees that the Bank shall have the right to close the Applicant's current account.
8. In the event that the outstanding average balance per month in the Applicant's account is less than amount prescribed by the Bank, the Applicant agrees that the Bank shall have the right to charge fees at the rate, criteria and regulations prescribed by the Bank. The Applicant authorizes the Bank to debit any amount from the Applicant's account as payment for such fees at the end of the month. Should there be no balance or insufficient balance to cover such fees for whatever reason, the Applicant agrees that the Bank shall have the right to debit all outstanding amount at the day the Bank debits such amount. In the event that the Applicant deposits the amount in the Applicant's account at any time, the Bank shall have the right to debit such amount from the Applicant's account to apply as payment for remaining fees and fees for next month (if any).
9. 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 case where the suspend payment instruction is made by telephone or facsimile, such instruction shall contain above particulars and shall be confirmed by the Applicant in writing immediately. If such instruction is forged or not confirmed by the Applicant, the Bank shall not be liable for any damages arising in all respects.

10. 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.
11. 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.
12. When the Bank sends to the Applicant a statement of balance and transactions of the Applicant's account at the end of the month or an accounting period, the Applicant shall be obliged to verify such statement and sign his/her

name to certify the correctness of such statement and return the certified statement to the Bank. If the Applicant finds the statement incorrect, the Applicant shall make an objection in writing to the Bank within 15 days from the date of receipt thereof, failing which it shall be deemed that the Applicant has accepted the balance and transactions of such current account as informed to be correct.

13. 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 current account, 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.
14. These Terms and Conditions shall form an integral part of the General Terms and Conditions for the Use of the Bank's Services and Opening of All Types of Deposit Accounts (the "**General Terms and Conditions**"). The Applicant agrees to be bound by and comply with the General Terms and Conditions and these Terms and Conditions in all respects.