

## APPLICATION FOR BANKING TRANSACTION VIA TELEPHONE AND/OR FACSIMILE INSTRUCTION

Date \_\_\_\_\_

### IMPORTANT NOTICE

*Dear Customer:*

*Please read this document carefully to understand its contents. Should you need any clarifications or have any questions, please feel free to contact our official responsible for this document or seek proper advice from any advisor or consultant as you deem appropriate.*

**Account Name** \_\_\_\_\_ **(the "Customer")**

make this application to Sumitomo Mitsui Banking Corporation, Bangkok Branch (the "Bank") to apply for the instruction to affect the banking transaction via telephone and/or facsimile.

### In connection with the Transaction selected below, the Customer agrees as follows:

1. Telephone and/or facsimile instruction shall be made only by the Customer or its authorized person named in the list of authorized person of the Customer to give instruction to proceed the banking transaction and for general telephone and/or facsimile communication with the Bank shall be made only by the Customer or its authorized person named in the list of authorized person of the Customer to communicate with the Bank attached to this application. Should the Customer change his name, address, authorized person or other information given to the Bank, the Customer shall promptly notify the Bank. The Bank shall not be held responsible for any damage which may arise before the Bank receives the notice of such change and any other supporting documents related to the change are delivered to the Bank.
2. The Bank is authorized to take any actions requested through telephone and/or facsimile by (an) authorized person(s) of the Customer. The Bank may inquire the Customer's authorized person to ensure the details of such instruction and any information given to the Bank for verification purpose. In any cases, the Bank shall have no obligation whatsoever to verify the identity of the person giving such instruction or communicating with the Bank. The Bank shall have the right, but is not required to deny to act until any instructions so received have been properly given by (an) authorized person(s) including, without limitation, by requesting verbal or written reconfirmation of such requested transaction by different authorized person or by requesting a special password, test key arrangement (if any) or other means of authentication as the Bank deems appropriate.
3. After giving instruction by telephone and/or facsimile in connection with the Transaction(s), the Customer shall promptly submit to the Bank original-signed documents relating to such transaction, including but not limited to, a

promissory note, written confirmation, original written application and any other documents as reasonably required by the Bank. In any case, the Bank shall be entitled to rely and act upon any communication or document which the Bank believes in good faith to be authentic and correct and to be signed, sent or made by the Customer or its authorized person, regardless of the actual authority of such person and whether or not written confirmation of any telephone and/or facsimile instruction is received by the Bank. The Bank shall not be liable for any loss, claim, cost, damage, or liability which the Customer, or any other party might suffer or incur in connection with the transaction made pursuant to this application, except for the Banks' own gross negligence or willful misconduct. In addition, the Bank may, at its sole discretion, accept an instruction by facsimile in connection with the Payment Transaction(s)/Instruction(s) on case by case basis.

4. The Bank is entitled to debit the Customer's account in order to transact all products and services in accordance with the Customer's instruction by telephone and/or facsimile without having to obtain a cheque drawn by the Customer, original withdrawal slip signed by the Customer.

5. The Customer shall take full responsibility and shall hold the Bank harmless from any and all loss or damage resulting from telephone and/or facsimile instructions submitted to the Bank and/or communication with the Bank. In the event of any conflict between the record of the Customer and the record of the Bank, the record of the Bank shall be prima facie evidence of the Transactions or instructions in question.

6. In addition to the foregoing terms and conditions, the Customer agrees that each transaction applied for the instruction to effect via telephone and/or facsimile shall be subject to the terms and conditions of the relevant to agreement(s) and/or application(s) and/or document(s) and the Customer agrees to be bound by those relevant terms and conditions upon signing the relevant document(s).

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Authorized Signature(s) with Company Chop

**Subject to terms and conditions of this application, the banking transaction(s) that the Customer wishes to instruct the Bank to effect via telephone and/or facsimile is/are:**

Please check into

- ☐ Deposit Department Transaction
- ☐ Fund Transfer Transaction (Payment Transaction(s)/Instruction(s) shall be subject to Clause 3 above.)
- ☐ Import/ Export Transaction: L/C (letter of credit transaction) and B/C (bills for collection)
- ☐ Issuance of letter of guarantee or shipping guarantee
- ☐ Forward foreign exchange Transaction
- ☐ Derivative Transaction
- ☐ Loan Transaction
- ☐ Factoring Transaction

(collectively the "Transaction(s)" and individually the "Transaction").



### LIST OF AUTHORIZED PERSON OF THE CUSTOMER

The following persons who are authorized to give instruction to proceed the banking transaction in connection with the selected Transaction and/or general communication, by telephone and/or facsimile on behalf of the Customer.

(A) The person authorized to give instructions to proceed with the banking transaction in connection with the selected transaction by telephone and or facsimile on behalf of the customer. This includes making inquiries about general information related to the customer's account and transactions.

(B) The person authorized only to call and make inquiries about general information related to the customer's account and transactions.

Full Name	Title	Department	Office / Mobile Phone	(A)	(B)
				<input type="checkbox"/>	<input type="checkbox"/>
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The Customer's Facsimile No. use for sending instruction: \_\_\_\_\_

Remarks (if any): \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature(s) with Company Chop