

IMPORTANT NOTICE

Dear Customer:

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

SUMITOMO MITSUI BANKING CORPORATION, BANGKOK BRANCH

TERMS AND CONDITIONS FOR FUND TRANSFER THROUGH BAHTNET SYSTEM

Agreement concerning withdrawal from My/Our Deposit Account

Reference is made to the Agreement concerning Current Account or Ordinary Deposit Account or any document which may have different title but having the same effect (hereinafter referred to as the "Original Agreement"). I/We request the Bank to withdraw from the account against this application Form without presenting the check or the slip for withdrawal, which are required as stipulated by the Bank under the Original Agreement, and further request the Bank to make payment or transfer in accordance with the instruction given in the application.

Upon granting me/us the above request, I/we agree to hold the Bank harmless from all consequences which may arise by reason of my/our withdrawal from the account and the Bank's payment of transfer of the proceeds, and I/we also agree to the Bank's levying against the account such charges as may by required or paid by the Bank in connection with the said withdrawal and payment of transfer unless otherwise specially instructed on reverse side hereof. I/We hereby agree to indemnify the Bank of the same on demand together with applicable interest as the Bank may demand.

This special agreement constitutes an integral part of the Original Agreement, and is bound by the stipulations and provisions contained in the Original Agreement.

In consideration of the Bank's providing fund transfer through BAHTNET System in accordance with the Application for Fund Transfer (BAHTNET) (the "Application"), I/we hereby agree to be binding to the following Terms and Conditions:

 I/We instruct the Bank to transfer funds in accordance with the request in the Application which is duly completed and executed by me/us.

I/We acknowledge and accept that the Bank will process fund transfer strictly accordance with account number as I/we provided to the Bank in the Application, therefore, it is my/our duty to check the correctness and completeness of such provided information. I/We also consent the Bank to disclose our address, account number and/or any other necessary information for the purpose of such transfer.



- 2. The Bank shall transfer funds through BAHTNET System in accordance with the Application only when the Bank shall have received the original set of the Application in which all signature of the authorized signatory and company's seal (if any) are duly verified, to the satisfactory of the Bank, to be true and correct and the funds shall have been available for transfer by the Bank in same day funds.
- 3. If the fund is duly transferred to the beneficiary's account in accordance with my/our instruction, the Bank shall send a debit advice to me/us on the next business day after such transferred date as an evidence of such transfer. Upon receipt of such debit advice, I/we shall inspect and check the correctness of particulars represented by such debit advice (e.g. debited amount, beneficiary's bank and account number etc.), if I/we found any incorrect particulars of shall be deemed to be correct, complete and bind upon me/us in all respects.
- 4. The Bank shall immediately notify me/us if the funds cannot be transferred through the BAHTNET System due to the reasons that:
 - (a) the information stated in the Application is not completed or incorrect; or
 - (b) the funds in my/our account is not sufficient to transfer;
 - (c) the BAHTNET Host Computer System at the Bank of Thailand, the Bank's BAHTNET Computer System or the BAHT of the receiving bank is out of service by whatever reason, or
 - (d) the transmission between the Bank's BAHTNET Computer System, the BAHTNET Host Computer at the Bank of Thailand Computer System of the receiving bank is out of service by whatever reason.

In case that the funds already debited from my/our account but cannot be credited to beneficiary's account, the Bank shall credit my/our account the amount equivalent to such debited fund less any expenses, costs and fees incurred as a result of such crediting of such fund to my/our account (if any).

The Bank shall not be held liable if it cannot transfer the funds or it delays in transferring the funds or the payee does not receive the transferred under the Application on the same day basis in accordance with the Application due to the reasons stated in this Clause 4.

I/We shall be able to claim for any damages arising from the Bank's willful misconduct or gross negligence. However, such damages shall in any cases not exceeding the amount that I/we instruct the Bank to transfer.

5. Any fund transfer under the Application shall cancelable provided that the Bank shall not yet transfer such fund to the beneficiary's account. In this regard, I/we shall submit a written request for cancellation of such transfer to the Bank. If such cancellation request can be duly verified by the Bank to be true and correct, the Bank shall process such cancellation as requested. No cancellation to the instruction for fund transfer under the Application can be made after the Bank have transferred the funds in accordance with the Application.



- 6. Any fund transfer under the Application can be amended, (only to the beneficiary's account name and beneficiary's account number), either prior to or after the Bank have transferred such fund to the beneficiary's account. In this regard, I/we shall submit a written request for amendment of such transfer to the Bank. If such amendment request can be duly verified by the Bank to be true and correct, the Bank shall process such amendment as requested.
- 7. I/We shall pay a service fee to the Bank at the rate prescribed by the Bank from time to time. I/We also accept that the fund transfer transaction shall be made within the period prescribed by the Bank (the "Cut-off time"), therefore, If I/we instruct the Bank to make fund transfer through BAHTNET System after such Cut-off time, the Bank shall entitle to charge a penalty charge from me/us.
- 8. The Bank shall be entitled to "amend or cancel the Application and/or these terms and conditions", with no consent required from me/us.
- 9. These Terms and Conditions shall be governed and interpreted in accordance with Thai laws.