

# COUNTRY SCHEDULE THAILAND

## 1. APPLICATION

- 1.1 This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country specific terms on which the Bank provides its Customer with one or more Accounts or Services in Thailand.
- 1.2 This Country Schedule supplements the ANZ General Banking Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

## 2. ANZ GENERAL BANKING CONDITIONS

- 2.1 **Bank.** Account and Services are provided in Thailand by ANZ Bank (Thai) Public Company Limited.
- 2.2 **Payment Obligation.** The Bank's obligation to pay the Customer any amounts or repay any deposits in respect of an Account is an obligation of the relevant Bank Group Member or, where applicable, branch of such Bank Group Member, in the country where the Account is held. Accordingly, unless otherwise stated, no Bank Group Member shall be required to pay or repay any amounts or deposits at its head office or any of its branches or offices outside the country or territory where the relevant Account is held.
- 2.3 **Deposit Insurance Scheme.** Thai Baht deposits of Thai resident depositors are insured by the Deposit Protection Agency for up-to 15 million Baht (or other amount as stipulated by the Law) in aggregate per depositor per scheme member as required by Law. Deposit in non-residence baht account, foreign currency deposits, dual currency investments, deposits with embedded derivatives and other investment products are not insured.
- 2.4 **Currency Conversion and Remittance.** The Bank shall only carry out any currency conversion or remittance in connection with the operation of an Account or the provision of a Service if and to the extent it is permitted under applicable Law. Where such currency conversion or remittance is not permitted under applicable Law, the Bank may, without prejudice to any of its other rights under the Agreement, take such alternative action as it determines is appropriate. The Customer undertakes and warrants to the Bank that any Instruction it gives to the Bank in respect of any currency conversion or remittance would not result in any breach of applicable Law.
- 2.5 **Inactive Accounts.** The Bank will deal with inactive accounts as follows:
  - (a) Levy account maintenance (dormancy) fee on the inactive Accounts which are dormant for a period, as prescribed by the Bank; and
  - (b) Prior to charging such dormancy fee, the Bank shall notify the Customer the balance outstanding in the inactive Account, dormancy fee to be charged, and charging conditions by sending a registered letter or certified letter to the Customer not less than 30 days in advance. If the Customer fails to (i) contact the Bank to close the Account or (ii) make a transaction to activate the Account, the Bank shall continue notifying the Customer on an annual basis over the course of next 2 years. At the end of the last notification (year 2), the Bank shall also indicate to stop making further notification.
- 2.6 **Minimum Balance.** Regardless of dormancy, the Customer shall be responsible for maintaining a minimum balance as prescribed by the Bank. In the event the Customer fails to maintain such minimum balance, the Bank shall collect maintenance fees, as prescribed by the Bank, by deducting from the relevant Account as an account maintenance fee. The Bank will notify the Customer by sending a registered letter not less than 30 days in advance before collecting fees or deducting from the Accounts as an account maintenance fee.
- 2.7 **Modifications.** In addition to Clause 10.1 of the Conditions, the Bank may vary the Agreement at any time by giving notice to the Customer in writing or by way of electronic communication (including by any Electronic Banking Channel), notice in the media, notice on the Bank's website, via the Bank's counter or by way of any other method permitted by Law. If (a) the Customer does not provide consent to the variation within the stated or prescribed effective date of the variation, and (b) the Customer has already used the relevant Service, it shall be deemed that the consent to such variation has been granted.
- 2.8 **Suspicious Transaction**
  - (a) The Bank is obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned parties. This may require that the Bank intercepts and investigates any payment messages and other information or communications sent to or by the Customer, or on the Customer's behalf via the Bank's system. This process may also involve the Bank making further enquiries as to whether a name which appears in any transaction carried out or to be carried out by the Customer through his/her Account is in fact that of an actual named terrorist/sanctioned parties.
  - (b) The Bank will not be liable for Loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank to process any such payment messages or other information or communications or to perform any other obligation, caused in whole or in part by any steps taken pursuant to clause 2.8 (a) above.
  - (c) This process may cause a delay in processing certain information and therefore the Bank does not warrant that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken pursuant to clause 2.8(a) is accurate, current and up-to-date at the time it is accessed whilst such action is being taken.
  - (d) The Bank is authorized to conduct supervision on Customer's Account in preventing fraud.
  - (e) The Bank is authorized to close Customer's Account without notification in order to prevent fraud activities.
- 2.9 **Electronic Banking Channel**
  - (a) The Customer acknowledges and accepts that, despite any security measures that might be taken by the Bank, the internet is an open network and consequently, (i) information transmitted thereon is subject to risks of

misappropriation; (ii) there is a risk to system programs and files of intrusion, piracy of data and contamination from computer viruses through the internet; and (iii) it is the responsibility of the Customer to take all appropriate measures to protect its systems and data in view of such risks.

- (b) In the case where the Security Devices are damaged, lost, or stolen, the Customer shall immediately notify the Bank in writing to terminate the Security Device and to request a replacement of Security Device. The Bank shall immediately cancel the Security Device upon receiving the notice from the Customer. The new Security Device shall be sent to the Customer within three Business Days of receipt of notice from the Customer.
- (c) In the case where the Customer wishes to cancel the fund transfer with pre-authorization, the Customer shall notify the Bank prior to the agreed cut-off time, and the Bank shall immediately cancel the fund transfer with pre-authorization upon receiving the notice from the Customer.
- (d) Where electronic fund transfer is transacted after the Security Device is damaged, lost, or stolen, the Customer shall be liable for the transferred amount that was executed before the Bank completed the cancellation of the Security Device. In respect of the fund transfer with pre-authorization, the Customer shall be liable to the Bank for any fund transfer carried out by the Bank before the Bank completed the cancellation of the fund transfer with pre-authorization.
- (e) The Bank shall be liable to the Customer in the following cases:
  - (i) the Bank intentionally or with gross negligence fails to comply with the Customer's Instruction that was correctly sent to the Bank resulting in its failure to complete the fund transfer by the specified time;
  - (ii) the Bank fails to terminate or cancel the Security Device or the fund transfer with pre-authorization pursuant to clause 2.9 (b) and (c), and a fund transfer subsequently occurs;
  - (iii) the Bank does not provide the Security Device to the Customer, and an illegitimate fund transfer occurs; or
  - (iv) an illegitimate fund transfer occurs and the Customer is not at fault;and in respect of clause 2.9 (e) (i) above, the Bank shall not be liable to the Customer to the extent that:
  - (i) the Customer has an insufficient Account balance;
  - (ii) the Customer does not have a credit line or the credit line granted by the Bank has been suspended;
  - (iii) the fund transfer would cause the Account balance to exceed the agreed credit line;
  - (iv) the fund transfer relates to or becomes a dispute in any legal proceedings;
  - (v) the Bank has already informed the Customer about a temporary interruption of the fund transfer service before or during the fund transfer's execution;
  - (vi) the Customer breaches the Agreement; or
  - (vii) the occurrence of any Force Majeure Event.
- (f) In the event the Customer discovers any error in a fund transfer, the Customer shall promptly notify the Bank of the error with the following information:
  - (i) date and time of transaction;
  - (ii) terminal location;
  - (iii) Account numbers of the Customer and the concerned party;

(iv) type of transaction; and

(v) amount of transferred funds.

- (g) Upon notification by the Customer in clause 2.9 (f), the Bank and the Customer shall cooperate in investigating and examining the facts and causes of the error. If the Bank finds that there was an error, the Bank will rectify such error. The Bank shall report the result of the investigation and rectification of the error to the Customer by any means the Bank deems appropriate.

**2.10 BAHTNET (RTGS) Service.** In connection with any BAHTNET (RTGS) Service, the Customer agrees that the terms set out in Annex A (Terms and Conditions of the Service for Fund Transfer via BAHTNET of ANZTH) shall apply.

**2.11 Recording of Communications.** The Customer consents to the recording of communications by the Bank.

**2.12 Digital Signature.** Instructions and communications digitally signed and supported by Digital Certificates will have the same legal effect, validity and enforcement as if signed in writing.

**2.13 Electronic Contracts Enforceable.** The Customer is satisfied that electronically executed contracts are enforceable and with all the legal risks associated with such contracts.

#### **2.14 Set-off**

- (a) For the purposes of effecting any set-off under the Agreement, the Bank may declare the obligations of the Bank, which are to be set off against the Customer, to be immediately due and payable, upon which any obligation of the Customer shall become immediately due and payable to the extent permitted by applicable Law.
- (b) The Bank may give notice to the Customer regarding the exercise of a right of set-off before or after such exercise.

**2.15 PromptPay Service.** In connection with any PromptPay Service, the Customer agrees that any fund transfer via PromptPay Service is settled via BAHTNET and shall be subject to the terms and conditions set out in both Annex A (Terms and Conditions of the service for fund transfer via BAHTNET of ANZ Bank (Thai) Public Company Limited) and Annex C (Terms and Conditions of the service for funds transfer via PromptPay of ANZ Bank (Thai) Public Company Limited).

### **3. SERVICES NOT AVAILABLE IN THAILAND**

Liquidity Service is not offered in Thailand except for Interest Optimisation Service which will be offered by ANZ Bank (Thai) Public Company Limited.

Interest Optimisation Service will not be offered on the Non-Resident Baht Account (NRBA).

### **4. NON-RESIDENT BAHT ACCOUNT**

**4.1 Opening of Account.** The Customer agrees and undertakes as follows:

- (a) only a Customer who is not a resident of Thailand under Thai exchange control law can request the opening of non-resident Baht account.
- (b) if a Non-Resident Baht Account (NRBA) is opened for the purpose of settlement, the NRBA shall be in the form of a current Account only and the money in such NRBA shall be used for settlement purpose only.

**4.2** Notwithstanding Bank of Thailand does not impose any restriction on the Customer to open more than one NRBA with other financial institution, the Customer represents and warrants that it does not have, and will not open any NRBA with any other financial institution operating in Thailand.

**4.3 Payment of Interest.** The Customer agrees and acknowledges that the current NRBA is non-interest bearing except in the event that such account is owned by a central bank of a foreign country or approval by the Bank of Thailand allowing such Account to be interest-bearing has been obtained.

**4.4 Deposit.** The Customer acknowledges that in depositing money in the NRBA, the Customer shall provide the relevant documents to the Bank as required under the applicable Law. The Customer also agrees and undertakes that money to be deposited in the NRBA must be in Thai baht originated from specific sources as specified in Annex B (Key Legal Requirements for Non-Resident Baht Account) and in accordance with any other conditions or documents as permitted or required by the Bank of Thailand or by any applicable Law as may be amended from time to time. The Bank reserves the right to reject any deposit that is not in accordance with any applicable Law or without submission of all relevant documents as requested by the Bank.

**4.5 Withdrawal.** The Customer acknowledges that in withdrawing money from the NRBA, the Customer shall provide the relevant documents to the Bank as required under the applicable Law. The Customer also agrees and undertakes that withdrawal from the NRBA shall be for the purposes as specified in Annex B (Key Legal Requirements for Non-Resident Baht Account) and in accordance with any other conditions or documents as permitted or required by the Bank of Thailand or by any applicable Law as may be amended from time to time. The Bank reserves the right to reject any withdrawal that is not in accordance with any applicable Law or without submission of all relevant documents as requested by the Bank.

**4.6 Outstanding Balance.** The Customer agrees and undertakes to ensure that at the end of each day (15:30 Bangkok time), the total outstanding balance of all of its NRBA's held by the Customer with all banks in Thailand shall not exceed the limit of 200 million Baht or any other amount as specified in any applicable Law or by the Bank of Thailand, except where approval from the Bank of Thailand has been obtained. The Bank shall contact the Customer to reduce the outstanding balance in its NRBA with the Bank, if, at the end of each day (15:30 Bangkok time), the outstanding balance in its NRBA exceeds the aforesaid limit. In the event that the Bank is able to contact the Customer and the Customer is unable to reduce the outstanding balance in its NRBA, the Bank will sell the Customer's excess Thai Baht value same day to the Bank at the penalty rate imposed by the Bank of Thailand ("penalty rate"). The Bank shall then sell Thai Baht amount to the Bank of Thailand at the same penalty rate.

The Customer agrees that the Bank shall be allowed to promptly report to the Bank of Thailand in the event the Customer is not contactable or refuses or fails to comply with the Bank's direction. The Customer further acknowledges that the Bank may be required by Bank of Thailand to sell the excess Thai Baht value same day to Bank of Thailand at the penalty rate. In such case, the Customer agrees to allow the Bank to debit and sell such excess Thai Baht from the Customer's NRBA to the Bank of Thailand. The Customer agrees that any claims, expenses or losses arising from such selling the excess Thai Baht shall be borne by the Customer.

In the event where the Customer has legitimate underlying payment for trades or investments in Thailand on the next Business Day, the Customer shall promptly cooperate with the Bank in providing all required documents and/or information as necessary to enable the Bank to verify the underlying payment in order for the Bank to report to the Bank of Thailand on such day. The Customer agrees that it shall reduce the outstanding balance to the limit stipulated by Bank of Thailand on the next Business Day. The Customer

agrees that any claims, expenses or losses arising from the sale of the excess Thai Baht shall be borne by the Customer.

The Bank reserves the rights to take other action or require the Customer to take other action than those specified above if the Bank is additionally required to do so by Bank of Thailand or under the applicable Law or as a result of any amendment of the applicable Law.

**4.7 Deposit Protection.** The Customer acknowledges and agrees that its deposits in the NRBA are not insured by the Deposit Protection Agency.

## 5. APS222

ANZ Bank (Thai) Public Company Limited ("**ANZTH**") is a subsidiary of Australia and New Zealand Banking Group Limited ("**ANZBGL**"). ANZBGL is incorporated in Australia, and is an authorized deposit taking institution (Bank) under Australian law. ANZTH is incorporated and licensed in Thailand with limited liability, and is not a Bank under Australian law. Deposits or liabilities with ANZTH are not deposits or other liabilities of ANZBGL or its related group companies, and none of them stand behind or guarantee ANZTH.

## ANNEX A

### Terms and Conditions of the service for fund transfer via BAHTNET of ANZ Bank (Thai) Public Company Limited

In applying for the service for fund transfer via BAHTNET with ANZ Bank (Thai) Public Company Limited (the "Bank") in accordance with the details provided in the transfer instruction, the Customer hereby agrees with, and consents to, the following terms and conditions:

1. The Customer must be the Bank's customer, who has been approved by the Bank pursuant to the Bank's policies and criteria for accepting customers, and the Customer agrees to comply with the relevant terms and conditions of the Bank in all respects.
2. In order to give a transfer instruction to the Bank, the Customer shall prepare and deliver to the Bank the transfer instruction in the form as prescribed by the Bank, within the period specified by the Bank, in order that the Bank is able to process the fund transfer within the Bank's specified time for service of the fund transfer via BAHTNET (cut-off time).
3. The Customer shall prepare the transfer instruction in writing, and deliver the original of such transfer instruction in order to confirm the Customer's transfer instruction to the Bank, within the Bank's specified time for service of the fund transfer via BAHTNET. If the Customer has an agreement with the Bank regarding communication via facsimile or electronic means, the Customer may deliver the transfer instruction to the Bank via facsimile or electronic mail. If the Bank receives the transfer instruction, whether original, copy via facsimile, or copy via electronic means, within the time for service of the fund transfer via BAHTNET in any session period, the Bank shall process the fund transfer within the Bank's specified time for service of the Fund transfer via BAHTNET, in such session period. If the transfer instruction is delivered to the Bank by facsimile or electronic mail, the Customer shall have the duty to confirm its transfer instruction in writing by delivery of the original transfer instruction to the Bank within the next business day.
4. After the Bank receives the transfer instruction pursuant to the transfer instruction form that the Customer delivers to the Bank, the Bank shall verify the correctness and completeness of the fund transfer information and the signature of the Customer's authorized signatory in the transfer instruction delivered to the Bank, in accordance with the rules of the Bank and the custom and practice that generally a commercial bank should conduct, with the

information, details, and specimen signature of the Customer's authorized signatory given to the Bank by the Customer or the agreement given to the Bank via Electronic Banking (Web Base) under the terms and condition set out in the executed agreement regarding the Electronic Banking service, in order to prove and verify that the transfer instruction received by the Bank is the correct transfer instruction. If there is no impediment or error, the Bank shall process the fund transfer pursuant to the details specified in such transfer instruction swiftly.

5. The Bank shall process the fund transfer in accordance with the Customer's transfer instruction by using the beneficiary's account number, as the Customer has specified in the transfer instruction form which the Customer delivered to the Bank. The Customer has the duty to verify the correctness of the fund transfer information in the transfer instruction form given to the Bank each time before delivery of the transfer instruction to the Bank for processing.
6. After the Bank has processed the fund transfer via BAHTNET as instructed by the Customer, the Customer will receive the fund transfer confirmation from the Bank on the next business day. If the Customer wishes to verify the fund transfer result, or requires the Bank to notify the Customer of the fund transfer result pursuant to the Customer's transfer instruction, the Customer may notify the Bank via electronic mail or inquire about the fund transfer result with the Bank via telephone within the fund transfer date. The Bank will promptly report the transaction to the Customer by telephone or facsimile, as the Bank considers appropriate, after the Bank has transferred the fund into the BAHTNET system, within the time specified by the Bank. However, the Bank's notification shall not be deemed as the confirmation that the receiving bank has completely transferred the fund into the beneficiary's account. If the Customer discovers that there is any error in the fund transfer, the Customer shall notify the Bank of the error immediately.
7. In the event that the Bank is unable to process in accordance with the Customer's transfer instruction, e.g. the transfer instruction specifies an incomplete or incorrect account number of the beneficiary, the fund in the Customer's account is insufficient for the fund transfer, the signature of the authorized signatory of the Customer does not conform with the documents previously given by the Customer to the Bank, the relevant work systems have any obstruction, error in communication or any other cause that is beyond the Bank's control, the Bank shall notify the Customer without delay and further process in accordance with the Customer's instruction.
8. In the event that the Customer wishes to amend or cancel a transfer instruction due to the Customer's mistake, the Customer must prepare the instruction to amend the transfer instruction in writing, and submit it to the Bank immediately after becoming aware of the mistake or error in the information in such transfer instruction given to the Bank, so that the Bank can amend or cancel such transfer instruction. After the Bank receives an instruction to amend a transfer instruction, the Bank shall process it as soon as practical. The Bank hereby reserves its rights to claim against the Customer for the processing fees, with respect to the transfer of funds back to the Customer, at the rates announced by the Bank and applicable at that time, and the Customer hereby allows the Bank to deduct such processing fees, with respect to the transfer of funds back to the Customer, from the transferred amount of the Customer, before the Bank further transfers the funds back to the Customer.
9. In case that there is a cancellation of a transfer instruction that has been processed completely, pursuant to the Customer's instruction and/or the Bank has been notified by the receiving bank that the receiving bank is unable to transfer the fund into the transferee's account, pursuant to the Bank's instruction, the Bank shall return to the Customer the funds equivalent to the amount that the Customer instructed the Bank to transfer as specified in the fund transfer instruction form, and the Bank shall deduct the service fee, bank fee, and other expenses incurred from the fund transfer, in accordance with the notification regarding the rates of fees of the Bank and the receiving bank, announced and applicable at that time. The Bank shall credit the funds into the Customer's account immediately once the Bank receives the funds back from the receiving bank. The Customer hereby agrees to be liable for, and allow the Bank to deduct, the service fee, bank fee, and other expenses, at the rates announced by the Bank and the receiving bank, and applicable at that time.
10. The Customer hereby agrees to waive all rights to claim against the Bank for any losses or damages that may be caused by: (i) the transfer instruction and/or the amendment instruction, the cancellation instruction or any other instruction the Customer delivers to the Bank after the session period for the fund transfer via BAHTNET (cut-off time) as announced by the Bank; or (ii) the Bank being unable to process the fund transfer in accordance with the transfer instruction and/or the amendment instruction, the cancellation instruction or any other instruction of the Customer because it is against the Bank's policies or violates the terms, customs and practices, policies, laws, rules, and regulations of the government authorities, including any supervisory entity of the commercial banks, both domestic and foreign, as well as international organizations, or may be a suspicious transaction with reasonable suspicious ground involving money laundering and/or financial support for terrorism.
11. If it is necessary for the Bank to return the funds to the Customer, the Bank may credit the funds to the Customer's account opened and maintained with the Bank on the date on which the Bank has received the funds back from the receiving bank. If the Customer does not have an account with the Bank, the Bank will prepare a cashier's cheque payable to the Customer, and ask the Customer to collect such cheque from the Bank promptly.
12. The Bank hereby reserves its right and shall not be liable for damage, delay, mistake and insufficiency of information, or any error caused by the information received from the Customer, or caused by any delay incurred by the receiving bank's debit or credit system, or any omission of duties by the receiving bank, that causes damage to the Customer later.
13. Rates for service fees, bank fees and/or other expenses in relation to the Bank's service for fund transfer via BAHTNET shall be in accordance with the rates for service fees, bank fees and/or expenses announced by the Bank and applicable at that time.
14. The Bank may amend, cancel or change the terms and conditions of the Bank's service for fund transfer via BAHTNET, or change the rates of service fees, bank fees and/or other expenses relating to, or the Bank's terms and conditions of the service for fund transfer via BAHTNET. In this case, the Bank shall notify the Customer, by notice or announcement, of any amendment, cancellation, or change at least 30 days in advance, at the customer service counter located at the Bank's offices and/or via the Bank's website at [www.anz.com/thailand](http://www.anz.com/thailand)
15. The Bank shall announce the session period for processing the fund transfer via BAHTNET at the customer service counter at the Bank's offices and/or via the Bank's website at [www.anz.com/thailand](http://www.anz.com/thailand)

16. The Bank hereby reserves the right to terminate the service for fund transfer via BAHTNET provided to the Customer if there is any breach of the terms and conditions above.

## ANNEX B

### Key legal requirements for Non-Resident Baht Account (NRBA)

1. **Deposit.** The Customer acknowledges that in depositing money in the NRBA, the Customer shall provide the relevant documents to the Bank as required under the applicable Law. The Customer also agrees and undertakes that the money to be deposited in the NRBA must be in Thai baht as specified below:
- (a) Thai baht bought by the Customer against foreign currency remitted into Thailand, or withdrawn from a foreign currency deposit account of the Customer;
  - (b) Thai baht transferred from any other NRBA of the Customer;
  - (c) Thai baht that is not, among others,
    - (i) a return on investment in securities (e.g. equity instruments, debt instruments, or investment units) or returns, benefits or any monies received in relation to such investment, except for return on the Customer's investment in at least 10 percent of the total shares in any company, or benefits or any money received in relation to such investment;
    - (ii) money received as (A) investment in at least 10 percent of the shares in the Customer itself or (B) loan proceeds granted to the Customer being a company in which a lender holds at least 10 percent of shares directly or indirectly subject to certain exemptions; or
    - (iii) money received in relation to derivatives traded on an exchange or an agricultural futures exchange;
  - (d) Thai baht borrowed from an authorized financial institution (e.g. commercial bank in Thailand);
  - (e) Thai baht that the Customer, as a bank in Vietnam or any neighboring country of Thailand, received from its entry into a financial transaction with an authorized financial institution; or
  - (f) Thai baht that the Customer, as a bank in Vietnam or any neighboring country of Thailand, remits from that country.
2. **Withdrawal.** The Customer acknowledges that, in withdrawing money from the NRBA, the Customer shall provide the relevant documents to the Bank as required under the applicable Law. The Customer also agrees and undertakes that withdrawal from the NRBA shall not be for the following purposes:
- (a) for investment in securities (e.g. equity instruments, debt instruments, or investment units) and any payment(s) in relation to such investment, except for the Customer's investment in at least 10 percent of the total shares in any company, or benefits or any money received in relation to such investment;
  - (b) for transferring into any other non-resident baht account for securities trading purposes, or special non-resident baht account; or
  - (c) for payment in relation to derivatives traded on an exchange or an agricultural futures exchange.

## ANNEX C

### Terms and Conditions of the service for fund transfer via PromptPay of ANZ Bank (Thai) Public Company Limited

- (a) In connection with PromptPay Service, the Customer represents, warrants and undertakes that:

- (i) the Customer is the legal and beneficial owner of the Account and the PromptPay ID, and has the right to use PromptPay ID for the purpose of Registration with the Account;
  - (ii) it has taken all necessary actions to (x) authorise the execution of the Application Form (y) allow the Bank to register, amend or de-register on its behalf the PromptPay ID and (z) approve the terms hereof in connection with the PromptPay Service;
  - (iii) the PromptPay ID has not been registered to any other account opened and maintained with the Bank or any other banks in Thailand;
- (b) The Customer hereby authorizes the Bank to register on its behalf and to disclose and submit the information contained in the Application Form to ITMX for registration of a PromptPay ID.
  - (c) The Customer may amend or de-register and/or cancel the PromptPay Service at any time by submitting an Application Form to the Bank. Once the Application Form is submitted to the Bank, the Customer authorises the Bank to submit the necessary amendment request or deregistration request on its behalf to ITMX.
  - (d) The Customer acknowledges and agrees that:
    - (i) the fund transfer through the PromptPay Service is for domestic transfer only and is subject to maximum amount per transaction per day as specified by the Bank;
    - (ii) the Customer is entitled to make or receive Bulk Payment via the PromptPay Service;
    - (iii) any Instruction received after the cut off time as specified by the Bank shall be processed for value on the next Business Day, however, the Customer acknowledges the Account shall be debited on the same day the Instruction is received and the amount debited shall be deposited with Bank of Thailand-Cash Advance Account in accordance with Bank of Thailand Regulations;
    - (iv) in respect of funds received by the Bank through the PromptPay Service after the cut off time as notified to the Customer, the Bank shall only credit the Account on the next Business Day;
    - (v) the Bank may not be able to stop or cancel any Instructions which has been submitted by the Customer;
    - (vi) it shall not hold the Bank liable for any Loss suffered due to closure of an Account which is registered to the PromptPay ID resulting in the Customer or any other persons being unable to deposit and/or make fund transfer via the PromptPay Service; and
  - (e) The Customer may use (i) its company registration number or (ii) its Corporate Tax ID, for the purpose of proxy ID Registration.
  - (f) The Bank shall notify the Customer upon completion of the Registration. If the Registration is rejected by ITMX due to repeated Registration and/or for other reasons, the Bank shall notify the Customer of the rejection and the Customer shall be required to provide the Bank with a new PromptPay ID.
  - (g) If the Customer is aware of any error in the registration of the PromptPay ID with ITMX, the Customer shall immediately notify the Bank of any such error and the Customer authorises the Bank to resubmit a new PromptPay ID with ITMX.
  - (h) The Customer may de-register the Customer's PromptPay ID through any methods and/or channels provided by the Bank.

**Definition**

**Bulk Payment** means a pre-authorized direct credit or direct debit transfer of funds, that are large in volume from the Customer's Account to pre-specified list of account(s) or from other account to the Customer's Account up to a maximum of 10,000 transactions per payment file.

**ITMX** means National ITMX Co., Ltd.

**PromptPay ID** means the Customer's company registration number or the Customer's Corporate Tax ID which is referred to in the Application Form or any Instructions or any other identifier as may be specified for the purpose of the Registration.

**PromptPay Service** means the Service in which PromptPay ID/ registered account number is used for the purpose of funds transfer using PromptPay system and any other Services related to the Account provided by the Bank.

**Registration** means the registration for the PromptPay Service.