

OVERSEA-CHINESE BANKING CORPORATION LIMITED

Terms and Conditions governing Fund Transfers Services via BAHTNET

These terms and conditions govern the use of the fund transfer services via BAHTNET (the "Services") made available by Oversea-Chinese Banking Corporation Limited, Bangkok Branch (the "Bank"), and constitute an agreement between the Bank and the Customer and shall read as one instrument with and form an integral part of all orders, applications or documents in relation to the Services. In these terms and conditions, the "Customer" shall mean the person who is utilising the Services through the Bank.

The Customer hereby agrees with the Bank the following terms and conditions:

1. PROCEDURES FOR PROCESSING TRANSFERS OF FUNDS VIA THE BAHTNET SYSTEM

1.1 The Customer shall duly execute the Bank Account Opening Documents, the Terms and Conditions Governing Deposit Accounts, the Letter of Authority and Indemnity in respect of Telefaxed Instructions and/or the Letter of Authority and/or the Letter of Authority and Indemnity in respect of the Email Instructions and any other relevant document as required by the Bank and:

- 1.1.1 submit a duly executed original of the BAHTNET funds transfer order to the Bank before the cut-off time at 12.00 on the value date; or
- 1.1.2 submit a duplicate of the BAHTNET funds transfer order via fax or email before the cut-off time at 12.00 on the value date and submit a duly executed original of the BAHTNET funds transfer order to the Bank within 7 business days.

1.2 The Bank can rely on the account number of the transferee and all information indicated by the Customer on the application form for the transfer destination. The Bank shall not be responsible for any loss or damage that may arise from only relying on the account number and any information stated on the application form.

2. NOTIFICATION OF THE TRANSFER VIA BAHTNET

2.1 The Customer will be informed of the result of the BAHTNET funds transfer order:

- 2.1.1 if the BAHTNET funds transfer is completed, via a funds transfer advice by mail, which will be dispatched by post on the next business day following the value date; or
- 2.1.2 if the BAHTNET funds transfer was not carried out, via telephone or any method deemed appropriate by the Bank as soon as the transaction found to have been unsuccessful, but in any case by no later than the end of the proposed value date.

3. VERIFICATION OF COMPLETION OF THE TRANSFER

The Customer may make a BAHTNET funds transfer status query via telephone during the banking hours of the Bank, and the Bank shall, use its best efforts to respond promptly.

4. CANCELLATION OF AND AMENDMENT TO THE BAHTNET FUNDS TRANSFER ORDER

4.1 The Customer may cancel a BAHTNET funds transfer order:-

- 4.1.1 (if the order is carried out through an original order) by submitting an executed original BAHTNET funds transfer cancellation order to the Bank;
- 4.1.2 (if the order is made via fax) by submitting the BAHTNET funds transfer cancellation order to the Bank via fax and subsequently submitting an executed original of the BAHTNET funds transfer cancellation order to the Bank; and
- 4.1.3 the Bank do not undertake that a BAHTNET funds transfer cancellation order will be carried out without fail. However, the Customer will be notified, as soon as possible, as to whether the cancellation instruction was undertaken successfully.

4.2 The Customer may amend a BAHTNET funds transfer order:-

- 4.2.1 (if the order is carried out through an original order) by proceeding with the action set out under Clause 4.1.1 and submitting an executed amended BAHTNET funds transfer order together in the same application;
- 4.2.2 (if the order is made via fax) by proceeding with the action set out under Clause 4.1.2 and submitting an executed amended duplicate BAHTNET funds transfer order to the Bank in the same application via fax, however, an executed original of the BAHTNET funds transfer order must subsequently be submitted to the Bank in the same submission stipulated in Clause 4.1.2; and
- 4.2.3 the Bank do not undertake that a BAHTNET funds transfer amendment order was undertaken successfully. However, the Customer will be notified, as soon as possible, as to whether the amendment instruction was carried out ..

5. VERIFICATION OF BAHTNET ORDER

5.1 If the Bank suspects any incorrectness or incompleteness in the transfer order, the Bank shall be entitled (but not obligated) to contact the Customer or its authorized contact person to verify the correctness of the order details.

5.2 If any doubt arises as to the validity of the BAHTNET funds transfer order, the Bank shall be entitled (but not obliged) to suspend such payment, as it deems appropriate. The Bank shall not be responsible for any losses arising from such suspension, and the Customer shall not be entitled to make a claim against the Bank for any damage incurred as a result of such suspension.

5.3 The Bank shall, at its discretion, set the level of funds transfer at which it will verify the receiver's account name as appropriate for risk protection. If there is any doubt (e.g. the account number and account name is incorrect) the Bank shall confirm such information with the transferring bank through BAHTNET Message or any other form.

6. SERVICES FEE AND OTHER EXPENSES

The Customer shall pay the fees, charges and other payments to the Bank for the use of the BAHTNET funds transfer service at the rate published at the counter from time to time and/or informed by the counter staff of the Bank.

7. RIGHTS AND DUTIES OF THE BANK

7.1 The Bank shall announce the service time for the third party funds transfer via BAHTNET at its service points and the Bank's website with the following information:

- 7.1.1 service time from 8.30 am to 12.00 pm.;
- 7.1.2 operation time if acting as the transferring bank: 3 hours;
- 7.1.3 operation time if acting as the receiving bank: 3 hours.

7.2 The Bank will notify the Customer of information which is substance of any change in terms and conditions of Services at least 30 days in advance before such change becomes effective. In case that such change would materially and adversely affect the benefits of the Customer or materially increase burden of the Customer, the Customer has the right to reject such change within such 30 days period. If the Customer does not reject such change within the said period, it shall be deemed that the Customer accepts the change as notified by the Bank. In the case where any change would have material adverse effect to the Bank or any other case that the Bank of Thailand may specify from time to time, the Bank could only notify the Customer of such change in terms and conditions of Services in due course after its effectiveness.

7.3 When receiving any fund transfer from another bank, the Bank shall use its reasonable efforts to deposit such funds into the Customer's account on the same day and within the time period set out in Clause 7.1.

7.4 After receiving a fund transfer order from the Customer, the Bank shall take action as instructed in order to make the fund transfer to the receiving bank within the timeframe that is specified in Clause 7.1. However, it should not exceed the cut-off time agreed among BAHTNET users. In the event that the Bank is unable to conduct a transaction as instructed within the timeframe that is specified above due to a particular reason such as an unclear order, insufficient balance in the Customer's account, incorrect identification of name or account number of the Customer or the receiver, breakdown at the server or host computer, communication breakdown between the server and the computer of the Bank, or any other case, the Bank shall inform the Customer as soon as practicable.

7.5 If the Bank has transferred funds as instructed, but the receiving bank cannot take action for that transaction, the Bank shall notify the Customer as soon as practicable and return to the Customer funds equivalent to the amount, which the Customer instructed the Bank to transfer as specified in the fund transfer order, deducted by any service fee, bank fee, and other expenses incurred from such 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 return such funds into the Customer's account once the Bank receives the funds back from the receiving bank.

7.6 In a case where the Bank makes an order that is not in line with the instructions from the Customer, the Bank shall take the following action:

- 7.6.1 If the Bank transfers funds in excess of the instruction, or transfers the funds twice, the Bank can only collect the amount of funds as instructed by the Customer;
- 7.6.2 If the Bank transfers a lower amount of funds than instructed, the Bank shall inform the receiving bank to transfer the whole amount back and then the Bank shall transfer the funds again at the correct amount. The Bank can collect the funds equal to the instructed amount from the Customer;
- 7.6.3 If the Bank transfers an amount of funds to the person or the receiving bank, which is different from the amount as instructed, the Bank shall take any action to correct the transaction without any additional fees being charged to the Customer.

8. EVIDENCE OF TRANSFER

After the Bank has processed the fund transfer via BAHTNET as instructed by the Customer, the Bank will issue a debit or credit advice in respect of such fund transfer to the Customer. Upon request of the Customer, the Bank will issue a fund transfer confirmation to the Customer. However, this is provided that the Bank's debit or credit advice or confirmation shall not be deemed as confirming that the receiving bank has completely transferred the funds into the transferee's account.

9. CANCELLATION OF SERVICE BY THE BANK

The Bank shall be entitled to terminate any order for the BAHTNET funds transfer service without prior notice to the Customer. The Bank shall notify the Customer, via phone after the service is terminated as soon as reasonably practicable, and shall issue a written notification to the Customer no later than the end of the termination date.

10. REFUNDING THE TRANSFER

In a case where the Bank fails to perform any actions indicated in the BAHTNET funds transfer order received from the Customer, the Bank shall:-

- 10.1 if resulting from the Bank's error, transfer the funds back to the Customer or the Customer's designated account without any commission charges;
- 10.2 if resulting from the Customer's error or the transferring bank's error, transfer the funds back to the Customer or the Customer's designated account after deducting commission charges.

11. GENERAL TERMS AND CONDITIONS

11.1 Instructions from the Customer to utilize, cancel, withdraw or amend the Services is subject to the Bank's agreement. Any request by the Customer to cancel, withdraw or amend such instructions shall be undertaken by the Bank on a commercially reasonable endeavours basis and shall be subject to such terms and conditions as the Bank may impose.

11.2 The Customer's instructions shall be carried out by the Bank and acted upon by its agent or correspondent subject to the rules and procedures of the place where or through which they are to be executed.

11.3 The Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any delay in or inability to give effect to the transfer owing to any event beyond the Bank's control or through no fault of the Bank. The Bank shall not be liable for any errors, delay or default of any agent or correspondent used to give effect to the transfer unless there exists gross negligence or wilful misconduct on its part.

11.4 The Bank may disclose to the agent or correspondent, its personnel, staffs, employees, branches, subsidiaries, affiliates, associated companies and any other person or organisation whether located in or outside Thailand, such information relating to the Customer or its beneficiary (including the accounts of the Customer and the beneficiary) for the purpose of carrying out and execution of the Customer's instructions as the Bank may think fit and the Customer consents and authorizes such disclosure by the Bank.

11.5 The Customer represents and warrants to the Bank that all information and particulars given to the Bank for the purposes of utilizing the Services are complete, true, accurate and up-to-date.

11.6 The Customer understands that due to cut-off times for transmissions imposed or practiced by international customs and market standards, the Services may not be carried out on the date of request and the Bank will not be liable for any loss as a result of delays in transmission or payment by its servants, employees, correspondents or third parties.

11.7 Instructions received after 12:00 pm will not be processed on the same day. Applications for same day value are subject to cut-off times related to the geographical location of the destination.

11.8 Unless otherwise stipulated, charges in the country of payment (if any) are for the account of the beneficiary.

11.9 The Customer agrees that the Bank may delay, block or refuse to process any instructions or transaction, without incurring any liability if the Bank reasonably believes that: (a) the transaction may breach any law in Thailand or any other country; or (b) the transaction may directly or indirectly involve the proceeds of unlawful conduct.

11.10 Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf when utilizing the Services.

11.11 The Customer agrees to provide all information to the Bank which the Bank reasonably requires, whether in order to comply with any laws in Thailand or any other country. The Customer acknowledges that anti-money laundering and anti-terrorist financing laws may have cross-border implications and agrees that the Bank may disclose any information pertaining to the Customer required to be disclosed by the Bank by applicable law or by order of a court of competent jurisdiction or recognised stock exchange or any government department or agency having jurisdiction over the Bank.

11.12 The Customer declares and undertakes to the Bank that the payment of monies by the Bank in accordance with the Customer's instructions will not breach any laws in Thailand or the laws of any other country.

11.13 These terms and conditions are a user manual for the Customer in relation to the process and procedures of BAHTNET fund transfer system provided by the Bank.