

## TERMS AND CONDITIONS GOVERNING PAYMENT APPLICATION

1. The Applicant's instructions once received for processing by the Bank shall not be cancelled, withdrawn or amended unless the Bank agrees otherwise. Any request by the Applicant to cancel, withdraw or amend such instructions shall be undertaken by the Bank on a commercially reasonable endeavours basis and subject to the fees and expenses which may be deducted from the returned amount as specified in Clause 6 below and such other conditions as the Bank may impose.
2. The Applicant's instruction shall be carried out by the Bank and acted upon by its agent or correspondent (as may be appointed by the Bank as it considers appropriate at its absolute discretion) subject to the rules and procedures of the place where or through which they are to be executed.
3. The Bank (including the agent or correspondent) reserves the right to reject the Applicant's instructions without having to provide the reason and may refuse to execute the instructions if in its opinion they are contrary to any applicable law, rule or other regulatory requirement.
4. Unless otherwise agreed in writing, the Bank may choose to immediately convert the amount taken from or to be transferred to or returned to the Applicant's account under the Applicant's instructions into the relevant foreign currency at the applicable exchange rate of the Bank. The written statement given to the Applicant explaining the conversion will be final and binding on the Applicant.
5. The agent and the correspondent of the Bank may charge commission, fees or other charges. These charges will be deducted from the transferred amount unless indicated otherwise by the Applicant's instructions.
6. Fees and expenses may also apply in case of cancellation of, withdrawal of, or amendment to the Applicant's instructions [by the Applicant] and in such case, the applicable fees and expenses may be deducted from the transferred amount which has been returned.
7. If the Bank's charges have to be converted into a foreign currency, the exchange rate will be the applicable rate at the time of conversion.
8. If the Applicant's instructions could not be executed due to insufficient amount of funds in the Applicant's account to cover the instructed payment, a service charge may apply and would be deducted from the Applicant's account.
9. Subject to terms and conditions governing the payment application, the Bank will treat the date on which the payment application is received as the date to make the transfer, unless indicated otherwise by the Applicant's instructions. The Applicant acknowledges that the Bank will carry out the same day transfer if the Bank receives complete payment application before the cut-off time applicable at the time of the payment application is received. If the complete application is received after the cut-off time, it will be processed on the following business day of the Bank.
10. If the currency of the payment under the Applicant's instructions is different from the Beneficiary's account currency or the local currency where the Applicant's account is held, the Bank (including its agent or correspondent) may convert the amount remitted from the Applicant's account into the Beneficiary's account currency or the local currency where the Beneficiary's account is held. The conversion may be made at the exchange rate of the Bank or the account bank where the Beneficiary's account is maintained.
11. The Bank shall not be liable for any loss, damage or expense suffered or incurred by the Applicant arising from any delay in or inability to effect the transfer unless the loss, damage or expense is directly caused by gross negligence or willful misconduct of the Bank. The Bank shall not be liable for any errors, delay or default of any agent or correspondent used to effect the transfer.
12. 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 Applicant or the Beneficiary (including the accounts of the Applicant and the Beneficiary) for the purpose of carrying out and execution of the Applicant's instructions under the payment application as the Bank may think fit and the Applicant consents and authorises such disclosure by the Bank.
13. The Applicant 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 Applicant 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 Applicant 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.
14. In case where a transfer requested under the payment application is a transfer via BAHTNET system, the Terms and Conditions governing Fund Transfers Services via BAHTNET shall also apply.