SUMITOMO MITSUI BANKING CORPORATION

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 Governing the Funds Transfer in accordance with the Application for Remittance and the Issuance of Drafts

Pursuant to the Application for Remittance, the Applicant agrees to the following terms and Conditions:

- Sumitomo Mitsui Banking Corporation, Bangkok Branch (hereinafter referred to as “the Bank”) shall not be held responsible for any delay, error or omission in transmission of message by cable due to any causes beyond the Bank’s control, nor for any acts of failure to act on the part of the correspondent which the Bank may designate in its discretion as a paying agent (hereinafter referred to as the “Agent”).
- In the case where the remittance is directed to the Agent in currency other than that of the country where the payee resides, it shall be payable to the payee in the currency of the country of payee at the prevailing buying rate of exchange determined by the Agent, unless the payee arranges otherwise with the Agent.
- In the event of refundment of the remittance, the Bank shall refund the amount of remittance to the applicant at the prevailing buying rate of exchange determined by the Bank at the time of refund, less expenses incurred on the part of the Bank and/or the Agent, upon receipt by the Bank of confirmation from the Agent of such cancellation, subject to governmental regulations then in force.

Terms and Conditions for Debiting the Application's Account

In case the Applicant requested the Bank to debit the Applicant's account without the Applicant's presenting cheque or withdrawal slip pursuant to the Application for Remittance. The Applicant agrees that these terms and conditions amend and supplement the Application for Opening Corporate Account/Application for Opening Deposit Account (Individual Account) including its supplement, replacement or rename, together with terms and conditions governing saving account and/or terms and conditions governing fixed deposit account and/ any document which may have different title but having the same effect, as the case may be (the "Original Agreement”). The Applicant acknowledges and agrees that the Bank can debit from the Applicant's account without the Applicant’s presenting a cheque or a withdrawal slip together with a passbook. The debited amount shall be applied to the Applicant’s presenting a cheque or a withdrawal slip together with passbook. The debited amount shall be applied to the payment of the amount payable under the Application for Remittance. The Applicant also consents the Bank to disclose Applicant's address, account number and/or any other necessary information in order to complete such remittance transaction.

The Applicant agrees to hold the Bank harmless from all consequences and damage which may arise from the withdrawal and transfer of the sum from the Applicant's account, the Applicant agrees indemnify the Bank upon demand for cost, loss, expenses, and damages suffered or incurred by the Bank in debiting the Applicant's account.