

Terms and Conditions for Foreign Currency Transaction

I/We (the "Applicant"), acknowledge and agree to comply with the terms and conditions for foreign currency transaction service prescribed by Krung Thai Bank Public Company Limited ("the Bank") as follows:

1. In applying for Foreign Currency Transaction Service, the Applicant shall fill in and execute the Application. Any change or alteration to the Application shall be proceeded with the Applicant's confirmation. The Bank shall deem that all given information in the Application are true and correct, in accordance with the purpose of the Applicant and the Bank shall not be responsible for the correctness and completeness of such information. The Bank shall verify only the true identity of the Applicant.
2. The Applicant agrees to pay service fees to the Bank at the rate as announced by the Bank.
3. The Bank will proceed with the foreign currency transaction as prescribed by the Applicant when the Bank has received payment together with the required fees and expenses in full. In the event that the foreign currency transaction service paid by debiting the Applicant's THB account/Foreign currency account/Inter Wallet prescribed in the Application, the Applicant authorizes and consents the Bank to debit the amount transferred and the amount of any fee, charge and expense due from the Applicant's account as specified in this Application and it shall be deemed that this Application shall be an instruction for debit and/or withdrawal from such account. The Bank will proceed on pre-advice instruction when limit approved in place, else, the Applicant consents the Bank to hold such amount of money in the Applicant's THB account/Foreign currency account/Inter Wallet prescribed in the application or other account held with the Bank in the amount to be paid to the Bank. In case of proceeding any transaction with respect to TR (Trust Receipt) /IMF (Import Financing), the Applicant must have sufficient credit line/limit balance with the Bank in order for using such credit line/limit balance to transfer to overseas, otherwise the Bank shall have right to refuse to proceed for such transaction. In addition, the using of such credit facility shall be subject to relevant terms and conditions as agreed between the Applicant and the Bank.
4. In the event that the foreign currency transaction service paid by cheque or cashier cheque of the other commercial banks, the Bank will proceed with the foreign currency transaction as prescribed by the Applicant if only such cheque or cashier cheque is completely cashed.
5. In the event that a foreign bank or a beneficiary bank claims the Bank for any fees and/or expenses, the Applicant agrees to immediately pay to the Bank such fees and/or expenses upon the Bank's demand fees.
6. The Applicant agrees to be responsible for fees and / or expenses in the case where an overseas bank or the recipient's Bank imposes additional charges (which may be deducted from the transferred amount) without notifying the Applicant in advance.
7. Where the outward remittance transaction or any transaction in relation to the foreign currency transaction required relevant documents to be submitted pursuant to the purpose and the applicable laws, the Applicant represents that all such documents are true, accurate and complete. If there is any losses or damages to the Bank and/or any person incurred as a result of or in connection with such documents, the Applicant agrees to indemnify and hold harmless the Bank and/or any person for any and all losses and damages.
8. The Applicant recognizes and understands the law and regulations in relation to the foreign exchange control and represents that the transferred amount on the date of transaction shall not exceed the limit amount prescribed by the applicable law and regulations in relation to the foreign exchange control (if any), and the Applicant agrees to comply with such law and regulations in all respects.
9. The Applicant agrees and acknowledges that the Bank shall not be liable to the Applicant for any losses or damages, except where it is incurred by willful misconduct or gross negligence of the Bank, however, in the any event, the Bank's liability shall not exceed the sums ordered to be remitted. Also, the Bank shall not liable for any losses, damages, delay, or expenses incurred by any special circumstances, force majeure, technical failure of computer or communication

system, incorrect details received from the Applicant, beneficiary bank's mistake , or exchange rate fluctuation, or by laws or regulation of the beneficiary bank or the country where such beneficiary bank is located.

10. In the event that the foreign currency transaction cannot be proceeded by whatsoever reasons and the refund has to be made, the Bank will return the sums after deducting the relevant fees and/or expenses to the Applicant. In such event, the Applicant agrees that the Bank shall apply T/T buying rate of exchange announced by the Bank at date of such refund. The Bank shall refund by crediting such sums to any account of the Applicant maintained with the Bank, or delivering cash to the Applicant over the counter at its branch as the Bank may deem appropriate. In case where such circumstance has not been occurred as a result of willful misconduct or gross negligence of the Bank, the Applicant shall be liable for any and all damages incurred by the Bank.

11. The Applicant agrees to indemnify and hold harmless to the Bank for any and all losses, damages, liabilities, claims, demands and expenses (including attorney's fee) which the Bank may sustain or incur as a result of process the foreign currency transaction service under this Application, but also, any legal the cancellation of the outward remittance and/or issuance of demand draft, forgery, fraud, double payment or any error in remitting any proceeds or making payment under demand draft issued, including any transaction related to foreign currency transaction under this Application arising from willful or negligent misconduct of the Applicant. If the Applicant fails to pay the Bank for any damages mentioned above within 7 days after receipt of the Bank's notice, the Bank shall have the right charge interest on such damages at the rate of 15% per annum. The Applicant agrees to pay such interest to the Bank from the due date until all damages has been paid in full by the Applicant.

12. Encashment of the draft or payment of outward remittance under this Application is subject to any rules and regulations and customary practices of the country where the draft is to be encashed or payment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any such rules and regulations and customary practices.

13. The Bank shall have right to refuse to process any remittance if the Bank suspects that the transaction may be illegal or may relate to any money laundering or financing of terrorism activity. In such event, the Applicant agrees not to claim against the Bank for any damages.

14. The Applicant agrees to the processing fee. If the Applicant wishes to request any amendment to any text after the transaction as specified by the Bank along with filling in the details and signing in the request for amendment / cancellation of the transaction. The Bank will deem that the information appearing in such request is the correct intention of the Applicant. However, the Bank is not responsible for any mistakes made by the Applicant in such request. The Bank will only verify the signature of the Applicant.

15. The Applicant agrees and acknowledges that the Bank may deny or reject any one of the remittance transaction, or temporarily suspend or cancel the remittance service at any time as the Bank may deem appropriate without having to give any reason or prior notice to the Applicant. In such event the Applicant waives all of its right to claim for any damages it may incur in connection therewith.

16. The Applicant agrees and acknowledges that at any time as the Bank may deem appropriate, the Bank shall have right to alter or amend the terms and conditions for remittance service, including the rate of fees, service charges and costs or expenses in relation thereto by giving notice to the Applicant of such amended terms and conditions.

17. The Applicant agrees that should the remittance pursuant to this Application be prohibited, or any asset or money relating to such remittance be frozen, confiscated, seized or attached by any competent authority of any country over which the Bank has no control, the Bank including its employees, directors, or representatives involving therewith shall not be liable for any damages and/or refund or return such asset or money to the Applicant or any person whatsoever.

18. In case there is a law, announcement or rules of governmental authorities that requires the Bank to disclose information or financial transactions of the Applicant or of one or more customers of the Applicant to an official or governmental authority, upon receipt of such demand by the Bank, the Applicant agrees and consents to the Bank to disclose such information and/or provide such financial transaction of the user(s) to the official or governmental authorities.

19. Krungthai WARP service is only for United State/USD, England/GBP, Singapore/SGD, Hong Kong/HKD, European/EUR Australia/AUD Canada/CAD. In addition, the transaction amount must not exceed the maximum amount specified by the Bank. The exchange rate used for the transaction will be as specified by the Bank at that time.
20. In case that the Applicant is a juristic person and/or the Applicant has provided the Bank personal data of any person(s) other than itself:
- 20.1 The Applicant hereby undertake to verify the accuracy and completeness of personal data provided by the Applicant to the Bank, and to update the Bank of any changes to the personal data provided;
- 20.2 The Applicant have obtained consent or warrant that the Applicant can rely on other legal basis for the collection, use, disclosure and/or transfer of his/her personal information in compliance with applicable laws;
- 20.3 The Applicant hereby warrant that the Applicant has informed him/her of the Bank's Privacy Policy as applicable to them; and
- 20.4 The Applicant hereby warrants that the Bank can lawfully collect, use, disclose and/or transfer personal data further to the purposes as set out in the Bank's Privacy Policy as may be amended from time to time, including all purposes as set out in this agreement.
21. The Applicant hereby agrees that the Bank shall be entitled to send and/or disclose the Applicant's personal information, financial information and/or other information maintained by the Bank or received by the Bank accessed from other sources or any information under control of any government authorities or legal committees to government agency and/or any juristic person entering into contracts with the Bank; and for the purpose of supporting banking services such as data analysis, improvement of services or products of the Bank, any service providers of the Bank (such as technology, communication, collection of outstanding debts etc.), whether in whole or in part. The Applicant acknowledges that the Applicant can contact the Bank via Krungthai Call Center Tel. 02-111-1111 or the Bank branch. The contact channel of the Bank shall be changed, added or decrease in the future, by prior announcement via the Bank's website.
22. These Terms and Conditions are made into Thai and English language versions. The Thai version of these Terms and Conditions shall prevail whenever there is a discrepancy between the two versions.