



MIZUHO BANK, LTD. BANGKOK BRANCH
TERMS AND CONDITIONS FOR FUND TRANSFER BY BAHTNET

I/We (the “**Sender**”) do hereby agree to allow Mizuho Bank, Ltd. Bangkok Branch (the “**Bank**”) to remit fund through the “**BAHTNET**” system upon our instruction (the “**Service**”) and agree to comply with the terms and conditions set forth below (the “**Terms and Conditions**”):

1. In using the Service, the Sender agrees that it shall complete accurately and submit to the Bank the Application for Fund Transfer by BAHTNET (the “**Application**”), provided that the Application and/or order of the Sender may be in other forms, including electronic form, as may be allowed by applicable laws and regulations]. In rendering the Service, the Bank shall remit fund according to the instruction of the Sender. Where the Sender’s fund transfer order is made in the form other than in writing, the Sender shall subsequently confirm his/her order in writing in original documentation form.
2. In proceeding with the requested transfer upon the Sender’s order, the Bank shall manifestly rely on the beneficiary’s account number that the Sender provides to the Bank in the Application. The Sender hereby agrees to ensure the accuracy of the account number of the beneficiary the Sender wishes to transfer to and acknowledges that it is beyond the Bank’s capacity to verify such account number.
3. The Bank may include the applicant's information (name, address and account number) in the remittance message. The applicant hereby consents to such inclusion."
4. Upon the Bank’s verification of the authenticity of the Sender’s signature and/or seal impression given on the Application against the Sender’s specimen signature and/or seal impression registered with the Bank, in the Bank’s rendering of Service for the Sender, the Sender shall be the responsible party if there incurs any charges arising from forgery, alteration, wrongful use of documents, signatures or seals used in the transactions. The Bank shall bear no responsibility for the inaccuracy of information the Sender provides in the Application, if it is the case.
5. The Bank shall notify the Sender the result of the fund transfer order in writing within [7] days following the date/the same day] that such fund transfer order is proceeded by the Bank.

Upon receiving from the Bank a notification of the fund transfer result, the Sender shall properly examine such notification. If there is any error with respect to the fund transfer order, the Sender shall immediately notify the Bank of such error.

6. Whether or not prior notice is given to the Sender, any and all charges, fees or expenses incurred in connection with the Service, including but not limited to the occurrence under Clause 2 above, shall be borne by the Sender [in accordance with the rates prescribed by the Bank]. [Unless the Bank otherwise prescribes, the standard fee for outgoing BAHTNET is THB150.00 per transaction.]
7. The Sender hereby agrees that the Bank shall have the right to, without notice to the Sender, debit from (i) any or all of the Sender’s deposits with the Bank at any account of the Sender maintained at the head office or branch and (ii) any or all indebtedness at any time owed by the Bank to the Sender, for all monies the Sender is liable or obliged to pay under the Application, including any fee incurred from this transfer. If required by the Bank, the Sender shall promptly deposit, maintain and/or increase deposits (up to the level required) in the Sender’s account(s) with the Bank and/or provide any additional collateral as securities for the Sender’s performance of the obligations hereunder. The Bank is entitled to retain and/or halt any or all of the funds and/or credits in the Sender’s account(s) and use such funds and/or credits as continuing security until all indebtedness of the Sender under the application have been unconditionally and fully discharged.
8. Upon the Sender’s request and for the Sender’s reference, the Bank shall provide the Sender copy of the Application or any other relevant document as an evidence of the fund transferred.
9. Prior to receiving copy of the Application from the Bank, the Sender may cancel or modify its fund transfer instruction given in the Application, provided that the Bank’s consent thereto must be obtained. In case of such cancellation or modification, any and all commissions, charges, costs, expenses and losses arising out of or incurred as a result of such cancellation or modification shall be borne by the Sender.

Upon notice to the Sender, the Bank shall be entitled to cancel the transaction that is impaired by prohibition or restriction stipulated under the laws or regulations of the Bank of Thailand and/or relevant government agencies. Any and all commissions, charges, costs, expenses and losses arising from or incurred as a result of such cancellation shall be borne by the Sender and the Sender shall forthwith pay them on the Bank’s demand.

10. Upon notification of receiving bank to the Bank that receiving bank cannot proceed with the Bank’s instruction for fund transfer, the Bank shall immediately notify the Sender and refund the Sender such unproceeded fund within the same day of notification.

If the Bank fails to refund the Sender unproceeded fund within the same day the notification is given, the Bank shall be held liable to the Sender for any compensation and damage arising from such failure of the Bank.

If the failure arising from the receiving bank’s inability to proceed with the fund transfer is due to the Sender’s false in providing Sender the inaccurate information of the fund transfer, the Bank may, by advance notice to the Sender, charge the Sender the processing fee in handling such inaccurate transfer.

11. The Bank shall not be liable for losses, expenses or damages of the Sender for any act or error whether unintentional or otherwise, including incidences of equipment malfunction or communication device failure, any delay or failure to make fund transfer resulting from any prohibition or restriction of laws or regulations of the Bank of Thailand and/or relevant governmental agencies, of the Bank or any other person involved with this transaction or for any consequence arising from causes beyond the Bank’s control.
12. The Bank’s liability to the Sender with respect to the Service is limited to ten (10) times of the service fee that the Bank receives from the Sender in rendering the Sender the Service, provided that the Bank’s liability shall be restricted to an event caused by the Bank’s gross negligence and willful misconduct.
13. The Sender agrees to indemnify and hold the Bank harmless from and against any and all claims, demands, losses, damages, actions and causes of action, expenses, costs including but not limited to the legal fees in protecting the bank’s right or taking action against any party, which the Bank at any time may sustain or incur as a consequence of the Bank’s performance under the purposes of this transaction.
14. In the event that the Sender fails to perform any of his/her obligations stipulated under the terms and conditions of this transaction due to whatever reasons, the Sender agrees to accept penalty charges imposed by the Bank and bear all costs, expenses and damages which shall be incurred to or suffered by the Bank.
15. If at any time any provision of these Terms and Conditions is or becomes illegal, invalid, void or unenforceable in any respect under the applicable law, the legality, validity or enforceability of the remaining provisions of this Terms and Conditions shall not in anyway be affected or impaired.
16. The Bank may change, amend or modify these Terms and Conditions, as it deems necessary by giving the Sender at least 30 days prior notice. Where such change, amendment or modification results in additional expenses or liabilities, the consent of the Sender shall be required.
17. The Bank may terminate the agreement for fund transfer by BAHTNET under these Terms and Conditions at any time by giving the Sender a prior notice at least [30] days in advance. Upon such termination, the Bank shall honor any and all transactions instructed by the Sender prior to the termination hereunder.
18. These Terms and Conditions shall be governed by and construed with the laws of Thailand.