

SUMITOMO MITSUI TRUST BANK (THAI) PCL

TERMS AND CONDITIONS FOR OPENING AND USE OF CURRENT/SAVING/FIXED DEPOSIT ACCOUNTS

The following terms and conditions, as amended and supplemented from time to time, apply to all deposit accounts (the “**Account**”) that you (the **Depositor**) opens and maintains with Sumitomo Mitsui Trust Bank (Thai) PCL (the “**Bank**”, “**we**”, “**our**” or “**us**”), which is applicable in conjunction the terms and conditions which set out in other documents that is provided to the Depositor, including but not limit to an application form.

General Terms and Conditions

1. Account Opening

- 1.1 The opening of the Account is subject to the Bank’s approval. For such purpose, the Bank may require the Depositor to provide any necessary documents or give any information or complete any form or application as the Bank deems appropriate. By giving information or providing documents to the Bank, the Depositor represents and warrants that this document and/or information is true and correct and not misleading in all respect. The Depositor shall promptly inform the Bank in writing if the fact contained in the documents or the information has been changed or no longer true.
- 1.2 The Bank may, from time to time, prescribe any minimum or maximum amount for opening and/or maintaining the Account. If the requirement on the minimum or the maximum amount is applied to your account, the Bank will inform the Depositor accordingly.
- 1.3 We reserve the right to approve the opening of an account to an incompetent person, including a minor, unless sufficient evidence is provided to the Bank that such person is eligible to open the Account.

2. Evidence of Deposit

- 2.1 The Bank shall provide a ‘deposit confirmation’ or ‘statement of account’ to the Depositor as evidence of depositary (the “Evidence of Deposit”) and the Depositor shall keep such evidence in a safe place and shall not give it to any person.
- 2.2 If the Evidence of Deposit is damaged, lost, stolen or otherwise unable to be located, the Depositor shall notify the Bank in writing for re-issuing.

3. Instructions

- 3.1 The Depositor shall complete any deposit, withdrawal, transfer of money and payment for goods, services, public utilities or other expenses by giving a written instruction to the Bank or by other means as determined and accepted by the Bank.
- 3.2 The transactions, which are conducted in accordance with terms and conditions of each products or services, shall be valid and binding upon the Depositor without any further document or evidence of such transactions. If there is any discrepancy between the balance in the Account as

recorded in the Bank's system and the Evidence of Deposit, the Depositor agrees that the balance appeared in the Bank's system is correct.

- 3.3 We may accept instruction from you or your authorised person to operate or transact the Account on the Depositor's behalf. If the Depositor deceases and the Bank is not informed of such decease, which would otherwise be given in writing by the Depositor's heirs or the administrator of an estate to the Bank, and the Bank has paid the money in accordance with the instruction or the conditions that the Depositor has given to the Bank, the Depositor, the Depositor's heirs or the administrator of an estate agree that such payment made by the Bank is correct, and the Bank shall have no responsibility to the Depositor, the Depositor's heirs or the administration of an estate, as the case may be applicable.

- 3.4 The signatory and seal (if any) to documents which relates to deposit, transfer or withdrawal or other service applications must be completed in accordance with the instruction or conditions provided in the Bank's Specimen of Signature specimen and Specimen of Company's Seal(if any) of the Depositor.

4. Deposit

- 4.1 The Depositor may deposit any amount to the Account by way of wire transfer, cheque, draft or other method that is acceptable to the Bank and as permitted by the Bank of Thailand.

- 4.2 If the Depositor who is a staff member, an employee, a partner, a director of or a person in any position of a juristic person attempts to deposit a company cheque of such juristic person in a personal account of such staff member, employee, partner, director or person in any position of a juristic person, the Bank may refuse to deposit the said cheque into such personal account, although such cheque is duly endorsed by the juristic person.

- 4.3 If the Depositor deposits a cheque to the Account, the Bank shall process the cheque collection within a period in accordance with the method and normal practice of commercial banks in Thailand.

- 4.4 In respect of the cheque collection process, whether or not a relevant cheque shall be acceptable to be credited into Payee's account, acceptable for confirmed endorsement, or acceptable for guaranteed endorsement, or acceptable for discharged of guaranteed, if it appears later that the Depositor has no right, or has an incomplete right, to such cheque, which causes the Bank to be liable for reimbursement to the lawful cheque owner or to any other persons, the Depositor shall reimburse the Bank for the same amount which is paid by the Bank to such lawful cheque owner or to such other persons, together with interest at the legally maximum interest rate for non-compliant or defaulting customers, calculated from the date on which the Bank has made payment for such relevant cheque.

- 4.5 Good fund and Withdrawal

For the deposit by cheque, the Depositor agreed that:

- (i) the balance amount in the Account shall be adjusted and withdrawn according to the deposit amount when the Bank can collect the money according to the cheque and transfer to the Account of the Depositor,

- (ii) if the Bank cannot collect the money according to the cheque, the Bank shall cancel the deposit and return the cheque to the Depositor and
- (iii) the collection period whether inside or outside the country shall be in line with the industry practice of the commercial bank in Thailand and the Depositor shall be liable to the related charge or fee and cost and expense when the Depositor is informed by the Bank.

5. Deposits to fixed deposit accounts

- 5.1 For each deposit, the Depositor must deposit at the minimum amount as determined by the Bank, with a period of deposit as prescribed in the application form, which must be in accordance with the Bank's regulations or policies.
- 5.2 When a fixed deposit has reached its maturity date, the Bank agrees to pay interest to the Depositor at the interest rate announced and determined by the Bank which is applicable as of the deposit date and/or as of the renewal date of fixed deposit (as the case may be).
- 5.3 For the early withdrawal of fixed deposit, the Bank may allow the Depositor to withdraw money before maturity of the relevant deposit period but shall not pay interest if the actual deposit period is less than 3 months. However, if the fixed deposit is withdrawn after its actual deposit period has reached 3 months or more, the Bank shall pay interest only on the actual period of deposit, at the same interest rate of savings deposit account as announced and determined by the Bank at that time.

6. Deposit to saving accounts

- 6.1 The initial minimum deposit and the maintaining balance of the saving account shall not be less than or maintained at the amount as announced and determined by the Bank, which shall be posted at the Bank's premise or website. Once the announcement is posted; it shall be deemed that the Depositor has been informed and agreed so. Such initial minimum deposit and the maintaining balance shall be subject to change as the Bank, at its discretion, deems appropriate.
- 6.2 If the saving account has a minimum balance less than the maintaining balance as determined by the Bank at any day in any month, the Depositor agrees to pay a maintenance fee at the rate as determined by the Bank, which shall be posted at the Bank's premise or website. In such event, the Bank is authorized by the Depositor to deduct such fee from the Depositor's saving account in the month immediately after the month during which the balance in the saving account is less than the maintaining balance.
- 6.3 If the saving account does not have any movement from deposit or withdrawal for more than one year (excluding the movement from the Bank's operation including interest payment, receive or else), the Depositor agrees to pay a dormant fee at the rate as determined by the Bank, which shall be posted at the Bank's premise or website. In such event, the Bank is authorized by the Depositor to deduct such fee from the Depositor's saving account which will be notified to the Depositor in advance.
- 6.4 If there is no sufficient balance in the Depositor's saving account in response to the deduction of the maintenance fee and/or the dormant fee, the Depositor agrees and consents that the Bank

may close such saving account which will be notified to the Depositor as soon as practically possible.

- 6.5 The Bank agrees to pay interest to the Depositor at the time and at the interest rate announced and determined from time to time by the Bank. The Bank will deposit any accrued interest, after deducting any applicable withholding tax, into the saving account.

7. Deposits to current accounts

- 7.1 Save for any current account that is linked to an overdrawn agreement, the initial minimum deposit and the maintaining balance of the current account shall not be less than or maintained at the amount as announced and determined by the Bank, which shall be posted at the Bank's premise or website. Once the announcement is posted; it shall be deemed that the Depositor has been informed and agreed so. Such initial minimum deposit and the maintaining balance shall be subject to change as the Bank, at its discretion, deems appropriate.
- 7.2 Save for any current account that is linked to an overdrawn agreement, if the current account has a minimum balance less than the maintaining balance as determined by the Bank at any day in any month, the Depositor agrees to pay a maintenance fee at the rate as determined by the Bank, which shall be posted at the Bank's premise or website. In such event, the Bank is authorized by the Depositor to deduct such fee from the Depositor's current account in the month immediately after the month during which the balance in the current account is less than the maintaining balance.
- 7.3 If the current account does not have any movement from deposit or withdrawal for more than one year (excluding the movement from the Bank's operation including interest payment, receive or else), the Depositor agrees to pay a dormant fee at the rate as determined by the Bank, which shall be posted at the Bank's premise or website. In such event, the Bank is authorized by the Depositor to deduct such fee from the Depositor's current account which will be notified to the Depositor in advance.
- 7.4 If there is no sufficient balance in the Depositor's current account in response to the deduction of the maintenance fee and/or the dormant fee, the Depositor agrees and consents that the Bank may close such current account which will be notified to the Depositor as soon as practically possible.
- 7.5 The Bank will not supply cheque books, paying-in books or deposit vouchers to the Depositor.
- 7.6 Overdrafts may be allowed only after due arrangement has been made with the Bank.
- 7.7 Statement of Account will be rendered to the Depositor on a monthly basis. The Depositor shall examine all entries appeared in the Statement of Account and notify the Bank immediately once any error is found therein. Unless the Deposit objects to any entries in the Statement of Account within seven days from the date of which the Deposit receives his Statement of Account, the Depositor shall be deemed to accept and confirm that all entries in the Statement of Account are true and correct in all respects.

8. Joint account

- 8.1 In case of a joint account, if one co-Depositor dies or becomes bankrupt or becomes an incompetent person, the obligations of the surviving co-Depositor and our rights under this terms and conditions are not affected.
- 8.2 If a joint account is authorised to be operated by either one of a co-Depositor, either in full or in part, then if any of a co-Depositor dies, becomes bankrupt or becomes an incompetent person, the Bank may allow the surviving co-Depositor to operate such joint account, without being liable to any one of co-Depositor or his heirs or any other person who may have right over the joint account. However, if the Bank is informed of the death of or the bankruptcy or incompetency status of any co-Depositor the Bank shall be entitled to refuse the surviving co-Depositor to operate the joint account. In such event, the surviving co-Depositor, together with the administrator of an estate or the deceased co-Depositor's heir (as the case may be), may operate the joint account in accordance with the terms and conditions herein or suspend or close the account unless the Bank deems otherwise.

9. Closure of Account

The Bank reserves the right to close the Account in case the Account is inactive or dormant for more than one year and the Depositor shall be liable to pay the related fee or charge following to the Bank's notification.

10. Fees and expenses

The Depositor agrees to pay an account maintenance fee and/or fees or other expenses including (but not limited to) withdrawal fees for withdrawal across clearing districts, transfer fees and fees for returning cheque, by authorizing the Bank to debit these fees from the Account in accordance with the Bank's terms and conditions.

11. Error entry

If the Bank credits another person's money into the Account by mistake, either via deposit or money transfer or other methods, caused by the wrong account number or the wrong amount or for whatever reason, the Depositor authorizes the Bank to debit such amount from the Account as soon as the Bank realizes the erroneous entry, without having to give prior notice to the Depositor.

12. Set-off

If the Depositor has any outstanding obligations and/or indebtedness with the Bank, whether secured or unsecured, the Depositor hereby authorizes the Bank to deduct the deposited money from the Account, including any other deposit account which is owned by the Depositor or any other deposit account which the balance thereof is subject to any claim by the Depositor, to pay for such outstanding obligations and/or indebtedness, without prior notice and/or regardless of the maturity of the deposit.

13. Depositor's information

13.1 Use of the Depositor's Information

The Depositor hereby consents the Bank and its parent company, management, directors, officers, employees to use the Depositor's information for the purpose of offering to the new/special products/services and/or for any other marketing purpose(s), to the extent permitted by law.

13.2 Disclosure of the Depositor's Information

The Depositor irrevocably consents that the Bank may transfer or disclose any information relating to the Depositor to:

- (i) the Bank of Thailand, the Anti-Money Laundering Office, the Revenue Department, the Internal Revenue Service of the United States federal government or other regulator or authority that is responsible to supervise the Bank and as required by any applicable law;
- (ii) the Bank's branches, subsidiaries, representative offices, affiliates, agents, marketing partner any of its or their officers, directors, employees, professional advisers, auditors, as the Bank considers appropriate;
- (iii) any person to whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under this terms and conditions and/or the Account and to any of such person's affiliates, representatives or professional advisers;
- (iv) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation; and
- (v) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; and
- (vi) any other person to whom the Depositor consents the Bank to disclose its information to.

14. Communication

The Depositor agrees that the Bank may send documents, details of deposit account, letters, other correspondence or notices to the address given by the Depositor, which may be changed from time to time by given a written notice of such change to the Bank or the address of the Depositor as appeared in the official document. If the Bank correctly sends any such documents to the latest address given by the Depositor or the address of the Depositor as appeared in the official document, the Depositor shall be deemed to receive such document, regardless of whether the Depositor has actually received it or not. If the Bank is unable to send the documents due to the change or demolition of such location without a written notice to the Bank; or due to the undetermined location or unclear address given by the Depositor, it will be deemed that the Depositor has already received and acknowledged the receipt of the correspondence and/or notice from the Bank.

15. Change to Terms and Conditions

The Bank reserves the right to change, revise, amend, or terminate rights, duties, obligations or terms and conditions herein as the Bank deems appropriate, by giving a notice of at least 30 days before such change, revision, amendment or termination becomes effective. If the Depositor benefits from the change, revision, or amendment, no prior notice shall be given by the Bank. In such event, the change, revision or amendment shall be construed as the full agreement and consent of the Depositor to the Bank.

16. No waiver

Any delay or waiver by the Bank to exercise its rights under the law, and the terms and conditions, including any rules and regulations of the Bank, it shall not be construed as a waiver or consent by the Bank to the Depositor for any incident of the Depositor's breach of, or failure to perform its obligations in accordance with, the terms and conditions hereof.

17. Illegal use of Account

In the event that the Depositor uses or is using or there is a reason to believe that the Depositor will use the Account in the illegal way or there has been money transferred by any other person to the Account by mistake or the Depositor uses or is using or will the Account in violation of the Anti-Money Laundering Act B.E. 2542 (as amended), the Act on the Prevention and Suppression against Financial Support of Terrorism B.E. 2556 (2013) (as amended), the BOT notification or guidelines relating to Anti-Money Laundering and Combating the Financing of Terrorism or other applicable laws, the Depositor agrees that the Bank, at its sole discretion, shall have the right to freeze, seize or close the Account as the Bank deems appropriate.

18. Deposit Protection

Baht deposits in Resident Baht Account are insured by Deposit Protection Agency under the deposit protection scheme, for up to specific amount in aggregate per Depositor as specified by applicable laws or regulations. Baht deposit in Non Resident Baht deposit account, foreign currency deposits, structured deposits and other types of products are not insured. For more information on deposit protection scheme of Thailand, it can be found from Deposit Protection Agency website at www.dpa.or.th

19. Compliance with Laws and Illegal Use of Account

- 19.1 The Depositor, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge and agree that they are solely responsible for understanding and complying with all laws and regulations applicable to it, including but not limited to export control, economic sanctions and anti-bribery and anti-corruption. They will not take any action that will cause the Bank to be in violation of such laws and regulations, and will not require the Bank to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.
- 19.2 They acknowledge and agree that they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which

those obligations arise and relating to the opening and use of account(s) and/or services provided by the Bank.

- 19.3 They acknowledge and agree that they shall not interfere with or misuse in any manner whatsoever this account and/or services provided by the Bank in the event of any damage due to improper or fraudulent use by the customer, the Depositor shall be liable for any damage to the Bank.
- 19.4 They also acknowledge and agree that the Bank, at its sole discretion, shall have the right to suspend any transaction, or refuse any deposit, or limit the amount which may be deposited, or return all or any part of the amount to be deposited, or freeze, seize or close the Account as the Bank deems appropriate without giving prior notice to the Depositor, in the event that the Depositor uses or is using or there is a reason to believe that the Depositor will use the Account in the illegal way or there has been money transferred by any other person to the Account by mistake or the Depositor uses or is using or will use the Account in violation of the laws and regulations, including but not limit to the prevention of money laundering and implementation of sanctions, prevention of bribery and corruption, fraud.

20. FX Control

- 20.1 For Baht Account, Depositor shall deposit and withdraw a Thai Baht Deposit Account only in Baht currency. The deposit and withdrawal in non-Baht currency must be converted into Baht currency with the Bank and it is subject to exchange control laws and regulations and restrictions.
- 20.2 For Non-Resident Baht Account, the Depositor knows and understands that the outstanding balance at end of each day should not exceed the regulatory limit. The monitoring of the outstanding balance at end of each day is responsible by the Depositor. The inward remittance or outward remittance is not freely transferred and subject to exchange control laws and regulations and restrictions.
- 20.3 For Foreign Currency Account, Thai-resident depositor knows and understands that the deposit in and withdrawal from the foreign currency account is not freely transferred, only acceptable for the permitted transaction, and it is subject to the exchange control laws and regulations and restrictions, including but not limit to, presenting the evidence of proof of the foreign currency obligations and limiting the balance of account.
- 20.4 Depositor agree to provide document and information as the Bank may require in connection with exchange control laws and regulations, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any.
- 20.5 The Bank reserves the right to reject or refuse any or part of any inward remittance or outward remittance or reverse any or part of any inward remittance, outward remittance or transaction if the Bank considers that such inward remittance, outward remittance or transaction is in violation of the applicable laws and regulations
- 20.6 Depositor acknowledge that they shall be solely responsible for understanding and complying with exchange control laws and regulations and restrictions and be liable for all penalties, losses, costs, expenses and charges incurred or suffered by you arising as a result of violation of the applicable

laws and Depositor shall indemnify the Bank for all penalties, losses, costs, expenses and charges incurred or suffered by the Bank in relation thereto.

21. Personal Data Protection

- 21.1 The Depositor acknowledges and accepts that in relation to the operation of the opening the Account, the Bank collects, uses, discloses and processes personal data and/or sensitive personal data relating to individuals representing the Depositor which includes without limitation the Depositor's authorised signatories, directors, beneficial owners and certain shareholders (the Depositor's Representatives). The information of the Depositor's Representatives shall be collected, used and disclosed for customer due diligence in order to protect the fraud, money laundering and illegal conduct and all forms of evaluative purposes as required by any enforceable laws and regulations, to meet the business needs of the Bank and to perform the opening Account.
- 21.2 The Depositor hereby irrevocably and unconditionally represents, warrants and undertakes to the Bank that:
- (i) the Depositor is legally entitled to provide to the Bank the personal data of the Depositor's Representatives for the purpose of opening the Account with the Bank and the Bank is legally entitled to deal with such personal data for the opening the Account and where required, to disclose the data to the relevant authorities or other relevant parties engaged in the Bank's management and processing of the data, including the Bank's Holding Company, other branches, related companies, outsourced data processing partners and other technical or professional consultants;
 - (ii) the Depositor certifies that the personal data provided are true, complete and accurate in all aspects and the Depositor will notify the Bank promptly when there is any change in the data; and
 - (iii) the foregoing representations, warranties and undertakings will be true, accurate and subsist throughout the continuance of the Account with reference to the facts and circumstances then subsisting.