

**Terms and Conditions for Deposit Accounts Opened with  
and/or Services Provided by the Bank**

I/We, the holder of accounts opened with Citibank, N.A., Bangkok Branch (the "Bank"), and/or the user of services provided by the Bank, as per the details set forth in the One Step Application Form and changes to be agreed by me/us with the Bank from time to time, hereby say that I/we shall comply with the following terms and conditions for the use of accounts and/or services provided by the Bank and agree that they are an integral part of the One Step Application Form.

**1. GENERAL TERMS AND CONDITIONS FOR DEPOSIT ACCOUNTS**

The deposit and withdrawal made into and from all accounts including the Checking Account, Savings Account, and Time Deposit Account shall be governed by these General Terms and Conditions:

**Deposit**

1. Bank's deposit slip shall be valid only if it is printed out from the Bank's computer terminal.
2. If the Bank accepts cash deposit which cannot be verified immediately, such as the deposit through the Bank's electronic equipment or ATM, the Bank shall have the right to accept the money subject to a later count. If the amount indicated on my/our slip differs from the amount counted by the Bank, the Bank's figures in Bank's deposit slip printed out from the Bank's computer terminal shall be final and conclusive.

**Cheque Deposit**

3. Cheque deposit shall be accepted for collection subject to final payment and I/we shall be entitled to withdraw the amount indicated on the cheque only when such amount has been collected and is credited to my/our account.
4. The Bank may refuse to accept or collect any cheque that the Bank finds invalid or doubtful or which is drawn in someone else's name. In the case of an endorsed cheque, I/we shall make an arrangement with the Bank for the confirmation of prior endorsement when the Bank so requests which shall include producing documentation to the Bank for the confirmation.

**Cheque**

5. If I/we wish to obtain a new cheque book, I/we shall fill out the order form as specified by the Bank with the same signature as registered with the Bank or I/we shall order a new cheque book through the CitiPhone Banking. I/We agree to pay the stamp duty at the rate specified by law. I/We also agree to pay the banking charges for issuing the new cheque book at the rate specified by the Bank and any other expenses in relation to the new cheque book.
6. In addition to the above Clause, I/we agree that the Bank shall issue a new cheque book and deliver it to me/us by registered mail immediately after the Bank's computer checks that my/our cheque book has only 5 unused cheques.
7. I/We agree to allow the Bank to debit stamp duty, cheque book fee and other expenses involving the issuance of cheque from any of my accounts opened with the Bank.
8. If I/we order a cheque book through the CitiPhone Banking, I/we agree that the Bank will send the ordered cheque book to me/us by registered mail to my/our latest address given to the Bank. If I/we order a cheque book from the Bank's officer at the Bank's office, I/we agree that I/we must receive the ordered cheque book at the Bank's office within the banking hours on the same day on which the order is given to the Bank's officer. Otherwise, the Bank will send the ordered cheque book to me/us by registered mail to my/our latest address given to the Bank. I/We agree that the Bank shall not be responsible for any damage which may be incurred by me/us from the Bank's sending the cheque book by registered mail to my/our address given to the Bank.

## **Errors**

9. The Bank will provide the monthly balance statement and send it to me/us. I/We shall notify the Bank within 14 (fourteen) days from the date that the Bank has issued the balance statement sent to me/us, if there are any errors on the statement. Otherwise, the Bank shall deem that the balance as stated on such statement is correct.

## **Cash Withdrawal**

10. Cash withdrawal shall be permitted only if I/we have complied with the procedure prescribed by the Bank. In such case, I/we will be required to notify the Bank of my/our name, surname and details of accounts and the amount to be withdrawn and to sign my/our name on the cash withdrawal slip as specified by the Bank in the same style as the signatures registered with the Bank. I/We acknowledge that the Bank shall have no obligation to verify any signature other than the one registered with the Bank.

1. I / We can withdraw and receive cash at the premises of the Bank by

1.1 Contacting the Bank's teller by providing information (outlined in pages 2-3), or

1.2 Accessing the automated teller machine (ATM) with the Citibank ATM card or Citibank Debit PromptCard and ATM password provided by the Bank, or

1.3 I / We can request cash withdrawal from CitiPhone banking by using my Telephone Personal Identification Number (T-PIN) to pay cash to me or third parties. I agree to comply with the terms and conditions for using CitiPhone banking service to make payment to me / us or third party, whereby I agree to comply with every item of the terms and conditions for using CitiPhone banking service that the Bank has submitted to me, or

1.4 When I order a check to make payment from the current account I have opened with the Bank

1.5 By other methods specified and informed me/ us by the Bank in the future.

2. I/We agree that all transactions, including but not limited to cash withdrawal, fund transfer, or any other type of transaction which has been executed through Citibank Online and / or CitiPhone banking, including accessing service through the Bank's employee (CitiPhone Banking Officer) or using T-PIN (Telephone Personal Identification Number), which the Bank has released and notified me/us by AVR (Automatic Voice Response) or by any other method the Bank has specified and notified me/us, we agree to comply with all terms and conditions of Citibank Online and/or CitiPhone Banking as specified in this terms and conditions for using the bank's savings account and services and/or those specified by the Bank in the future. I/We agree to inform the Bank my full name, account information, and amount of savings that I/We would like to withdraw to the Bank, together with the signature that is the same signature I/We have provided a sample to the Bank in the withdrawal form that the Bank specified. The Bank does not have obligation to investigate my/our any other signature other than the signature I/we have provided a sample to the Bank.

11. I/We shall confirm any correction on cash withdrawal slips or on cheques with my/our signature at each place.

12. I/We shall have no right to overdraw any of my/our accounts, even temporarily, unless there is a prior agreement with the Bank.

Although the balance in my/our account is not sufficient to make payment under a cheque, the Bank may allow the cash withdrawal or payment under the said cheque as the Bank deems appropriate without having to notify me/us in advance. In such case, I/we shall be deemed to have requested the Bank for such an overdraft and I/we agree to be bound to repay the said debt to the Bank immediately upon demand, together with the interest accrued thereon at the rate normally charged by the Bank on an overdraft.

## **Minimum Balance of Account**

13. I/We agree to maintain a minimum balance or an average of the minimum balance in my/our account each month at the rate determined by the Bank from time to time. The Bank shall have the right to collect the service charge from me/us or deduct the service charge from my/our account at the rate determined by the Bank from time to time if the balance in my/our account is less than the minimum amount required by the Bank.

14. Total Relationship Banking (TRB)

14.1 In addition to the above-mentioned Clause 13, I/we agree to maintain an average minimum balance of my/our total deposits with the Bank including Time Deposit Advice (TD Advice) in Baht or other foreign currencies at the amount not lower than the amount determined by the Bank.

14.2 If I/we cannot maintain an average minimum balance in each month as determined by the Bank, I/we allow the Bank to debit a service charge from my/our account without requiring to notify me/us in advance. The Bank has the right to debit the service charge from any of my/our accounts opened with the Bank.

14.3 I/We agree that in case the Bank deduct the service charge from my/our foreign currency account, the Bank shall calculate the service charge in accordance with the average currency exchange rate of that month. The Bank is not required to notify the said rate to me/us.

14.4 I/We agree to allow the Bank to apply the above mentioned deduction method with other kinds of fee and/or service charge I/we owe to the Bank.

#### **Interest**

15. I/We agree that the Bank may change the interest rates on deposits or the interest rates charged to me/us at anytime as the Bank finds suitable in accordance with the interest rates prescribed by the Bank of Thailand or at the rates specified by the Ministry of Finance at the time of the change or collection. The Bank shall announce the interest rates on deposits and the interest rate charged to me/us only if there are any changes. If the Bank pays me the interest before three months have passed (or any other period announced by the Bank of Thailand as being the minimum deposit period for deposit interest payments by commercial banks) and I/we withdraw the deposit before the minimum deposit period, I/we agree to return the said interest payment received by me/us to the Bank and acknowledge the right of the Bank to set-off this debt against any of my/our deposit accounts opened with the Bank.

#### **Baht Account**

16. My/Our withdrawal from a Baht Account shall be made only in Baht currency.

#### **Foreign Currency Account**

17. The deposit and withdrawal of foreign currency shall be subject to the laws and procedures governing exchange control. If the Bank approves a withdrawal of foreign currency that is a different currency from the currency of my/our deposit account, the Bank can charge fee for such transaction at the rate specified by the Bank from time to time.

18. I/We agree to the Bank deducting fees incurring from my/our withdrawal from foreign currency deposit account at the rate determined by the Bank. The calculation will use the average exchange rate of that month.

#### **Inactive Account**

19. If there has been no withdrawal or deposit for 12 consecutive months or any other period as specified by the Bank from time to time, the account shall be deemed an inactive account and in which event I/we agree that Bank may,

- (a) close the account and/or stop providing any or all the services in relation to the account;
- (b) collect fees or any other service charge from me/us.

#### **Joint Signatures and Joint Account**

20. If the joint authorized signatories give contradictory instructions, the Bank shall have the right not to comply with the instructions made by any or all of the authorized signatories.

21. Where the withdrawal is made by a single signature in case that there are several authorized signatories, if one of the authorized signatories dies or is bankrupt, any other authorized signatory shall be entitled to make withdrawals and the right to make withdrawal shall not be affected by the death, bankruptcy, insanity or other incapacity of any one or more of the authorized signatories.

Where the withdrawal is made by joint signatures:

(a) If any of the authorized signatories dies, the withdrawal shall be made by the signature of the person named as his/her beneficiary or of the administrator(s) of the deceased's estates, jointly with the signature of the remaining authorized signatories, provided that the evidence of being the beneficiary and the administrator(s) of the deceased's estate is satisfactory to the Bank.

(b) If any of the authorized signatories becomes bankrupt, the withdrawal may be made by the signature of the other authorized signatories, provided that the evidence, that the Official Receiver who is looking after the business and property gives consent to the withdrawal, is satisfactory to the Bank.

#### **Assignment**

22. I / We agree that no amount deposited with the Bank can in any way be pledged, transferred to or deducted for payment of debt to any third person by way of security unless the prior written approval of the Bank has been obtained.

#### **Stop Payment Orders**

23. If I/we wish to stop payment of any cheque, I/we must notify the Bank in writing (except for my/our instruction to stop payment of a cheque made through an CitiPhone Self-Service Banking which is not required to be made in writing). The written instruction to be given to the Bank must provide the Bank with a full description of the cheque. The Bank shall not be responsible in the event that such instruction is overlooked or not carried out. The Bank reserves the right to charge fees on me/us for its complying with my/our instruction to stop payment of a cheque.

#### **Global Relationship Banking**

##### 24. Global Relationship Banking

24.1 For benefits on Citibank products and services, I/We agree to give the Bank my/our personal information including financial information and allow the Bank to share the said information among subsidiaries of the Bank.

24.2 I/We acknowledge that all transactions of my/our accounts and services with the Bank shall appear in the consolidated statement which the Bank issues and delivers to me/us monthly and also shall appear in the Bank's computer in which I/we am/are able to check.

24.3 I/We acknowledge that the change of any of my/our information shall have the effect to change such information in my/our other accounts and services with the Bank including other subsidiaries of the Bank.

#### **One Step Relationship Opening (OSRO)**

##### 25. One Step Relationship Opening (OSRO)

25.1 I/We acknowledge that OSRO is the Bank's service designed to enhance more convenience to the customer who wants to open additional account (s). When I/we fill out the OSRO Form, I/we can apply for additional account (s) without having to give information or sign other documents.

25.2 In case I/We desire to open additional deposit account including Time Deposit (TD) and Bill of Exchange (B/E) other than the account I/we have already opened with the Bank, I/we can proceed by notifying through CitiPhone Banking.

26. I/We agree that if I/we use the PIN and/or the Telephone PIN (T-PIN) issued to me/us by the Bank or the PIN and/or T-PIN by which I/we have validly changed to authorize any transaction with the Bank, such transaction shall validly bind me/us without requiring any signature in other document.

#### **Standing Instruction and/or Special Instruction**

##### 27. Standing Instruction and/or Special Instruction

27.1 In addition to CitiPhone Banking service, I/we acknowledge that for the convenience of transferring money in my account opened with the bank, I/we can use the Standing Instruction and/or the Special Instruction given to the bank for transferring money between my/our

accounts opened with the Bank or transferring money in my account opened with the Bank to my account opened with another bank or to a third person's account or transferring money to pay for other utilities or services pursuant to the details of name, account and date given to the Bank.

27.2 Standing Instruction is my/our written instruction given to the Bank for transferring money pursuant to the details appearing in the instruction for an indefinite period or up to date specified by me/us or until the Bank receives my/our instruction changing or canceling the Standing Instruction.

27.3 Special Instruction is my/our written instruction requesting the Bank to transfer the money pursuant to the details appearing in the Special Instruction from time to time.

27.4 I/We acknowledge that if I/we want to change or cancel the Standing Instruction and/or the Special Instruction, I/We have to notify the Bank in person at branch.

27.5 I/We acknowledge that the Standing Instruction and/or the Special Instruction shall be effective five (5) working days after the date the Bank receives my instruction.

27.6 I/We agree to pay the fee to the Bank at the rate specified by the Bank or allow the Bank to deduct the said fee every time that the Bank transfers the money according to my instruction from my account opened with the Bank without requiring to notify me/us in advance.

27.7 I/We acknowledge and agree that the Bank shall not be liable for any damages arising from the Bank follows my/our Standing instruction and/or Special Instruction except in case the damage was caused by the Bank is gross negligence.

## **Taxes**

### 28. Taxes

28.1 I/We acknowledge that in case I/we have a duty to pay tax on any of my/our deposit account, but the money in the said account is not sufficient to pay for the tax. I/We consent to the Bank deducting the said tax from my/our other account which has sufficient money to pay for the tax without requiring to notify me/us in advance.

28.2 I/We acknowledge that when I/we open account or apply for other services with the Bank, if I/we am/are U.S. Citizen or Green Card holder, I/we have to inform the Bank if my/our Taxpayer Identification Number given to me by the US authority. I/We certify that the Taxpayer Identification Number informed by me/us to the Bank is correct.

28.3 If at the time of opening the account or requesting to use the Bank's services I/we am/are not U.S. Citizen or Green Card holder but later I/we become U.S. Citizen or Green Card holder, I/we have to inform the Taxpayer Identification Number received in accordance with US law to the Bank within 30 (thirty) days from the date of my/our acknowledgement.

28.4 I/We acknowledge that informing of false statement or undisclosed of the fact involving the status of nationality or residency of American subject may be subject to penalty pursuant to US law. For the enforcement of US Tax laws, I/we waive the privilege of confidentiality and information involving the accounts and consent to the Bank to disclose the said information to relevant authorities.

28.5 In case my/our account is subject to withholding tax, I/we acknowledge that the Bank shall not issue and deliver a Certificate of Tax Deduction to me/us unless I/we request to the Bank.

## **Manually Initiated Funds Transfers ("MIFT")**

29. The Bank has offered me/us electronic transmission methods with a variety of security procedures for transmitting funds transfer instructions and other communications to the Bank. I/We am/are fully aware of the associated risks and have requested the Bank to accept instructions and other communications translated by the methods and security procedures selected by me/us and described in the Form designed by the Bank ("Form"). The use of MIFT shall be governed by the following specific terms and conditions.

29.1 I/We shall provide the Bank with (a) an executed original statement in the Form (b) such other documentation as the Bank may request evidencing that this authorization and all related documents have been properly authorized.

29.2 I/We may, from time to time, add or delete accounts and telephone numbers and names by delivering to the Bank an executed Form which shall be effective no earlier than the third working day after receipt by the Bank, and shall not affect the Bank's actions or omissions prior to such effective date.

29.3 I/We agree to strictly limit information about the contents of this authorization to my/our officers and employees who need to know, and to use my/our best efforts to ensure that such officers and employees at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. I/We shall immediately notify the Bank of any breach or suspected breach or compromise of the security established hereby.

29.4 I/We agree that: (a) as long as the Bank acts in accordance with my authorization the Bank shall have no further duty to verify the content of any instruction or communication or the identity of the sender thereof and I/we expressly agree to be bound by any instructions and communications, whether or not authorized, sent in my/our name and accepted by the Bank and (b) the Bank is authorized to rely on each Form received in the name of me/us in accordance with this authorization. The Bank shall have absolute discretion, for any reason whatsoever, to act or not to act upon, and/or to request verification of, any transmission received as appearing in the Form; provided, however, that the Bank shall attempt to notify me/us should the Bank elect to defer action until verification is delivered to the Bank. I/We acknowledge that the security procedures provided by the Bank are designed to verify the source of an instruction or a communication and not to detect errors in transmission or content including discrepancies between account names and numbers and that the Bank, or any intermediary, may execute an instruction by reference to the account number only, even if the name on the account is also provided.

29.5 I/We hereby irrevocably agree that, absent the Bank's gross negligence, bad faith or willful misconduct, as long as the Bank acts in compliance with this authorization, the Bank shall be indemnified for and held free and harmless from and against any and all responsibility for, and any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act or omission in connection with the subject of this authorization, including, without limitation, any act or omission (or any delay) in response to instructions to the Bank to transfer funds or purchase, sell or otherwise dispose of commodities or securities, together with any and all attendant costs and expenses, including the Bank's reasonable legal fees and expenses, collectively referred to as "Losses". I/We irrevocably hereby agree, upon demand, to indemnify and hold the Bank harmless from and against any and all Losses and on demand to pay such amounts to the Bank. This paragraph shall survive the termination of this authorization or any portion hereof.

29.6 This authorization may be terminated by either party hereto upon ten (10) days prior written notice to the other; provided, however, that this authorization may be terminated by the Bank immediately without notice in the event the Bank deems that the security of the manual procedures established hereby have been materially compromised or breached and provided, further, that such termination by the Bank shall not affect the Bank's rights or my/our obligations with respect to instructions and communications received by the Bank prior to termination.

29.7 The unenforceability or invalidity of any provision of these terms and conditions shall not render any other provision unenforceable or invalid. My/Our authorization may not be amended except in writing executed by me/us and accepted by the Bank. Any notices from me/us to the Bank shall be in writing and shall be deemed to have been given when delivered personally, or when deposited by registered mail to the address of the Bank.

30. In case the Customer would like to use the service of Manually Initiated Fund Transfer ("MIFT"), the Customer agrees to be bound and be governed by the conditions specified hereunder.

I/We hereby acknowledge that it is fully aware of the risk associated with transmitting instructions via facsimile or letter via mail or messenger provided by the Bank, and being aware of these risks, hereby authorizes the Bank to accept and act upon each funds transfer instruction or other instruction or communication sent to the Bank in my/our name or in the name of one or more appropriate authorized representatives of me/us via facsimile or letter via mail or messenger.

Such communications, especially via facsimile, shall be conclusive binding evidence between I /we and the Bank as true and original document. There is no need for the Bank to request for an authenticated original copy.

I/We hereby verify that all persons I/we have identified to the Bank (if applicable) as authorized representatives are duly authorized to give instructions and other communications by facsimile or letter provided by the Bank and hereby warrants, represents and covenants that any documents which are transmitted to the Bank by me/us such duly authorized representatives of me/us or purporting to be transmitted by such duly authorized

representatives of me/us shall be deemed to be genuine, true, accurate and complete original documents, executed by me/us or such duly authorized representatives of me/us who is specified to the Bank is agreed to be an integral part of the agreement. The Bank is irrevocably authorized to rely on any such transmitted instruction, communication or document as constituting a genuine, true, accurate and complete reproduction of the duly executed original thereof and the Bank shall have no liability for acting thereupon.

In consideration of the Bank's agreeing to accept and act upon such instructions, communications and documents by facsimile or letter provided by the Bank, I/We hereby irrevocably undertake to indemnify the Bank and hold it harmless from and against all costs (including without limitation legal fees and expenses), claims, losses, liabilities, damages and proceedings whatsoever that the Bank may suffer or incur or that may arise as a result of the Bank's accepting or acting upon such instructions, communications or documents, Furthermore, I/we hereby irrevocably release the Bank from all liability in the event that any document or fax transmission is not received, or is mutilated, illegible, interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.

I/We acknowledge and agree that the Bank shall have absolute discretion for any reason whatsoever, to act or not to act upon documentation or instruction received by facsimile or letter and/or to request verification of documents or instruction received by such means.

I/We acknowledge and agree that when the Bank receives the instructions given by me/us or any one of my/our Authorized Representatives, the Bank will act in accordance with such instructions. The Bank may exercise its discretion to perform a callback for all instructions via facsimile and letter to my/our designated person is/are specified to the Bank. This confirmation is deemed to be in accordance with such instructions. For facsimile the callback will be with tape recorder.

This Application for MIFT shall be terminated by either party upon not less than 10 days prior written notice to the other party.

I/We agree and consent to the Bank to deduct fees and/or service charges arisen from MIFT from my/our originating account. In case the originating account has insufficient money.

I/We agree and consent to the Bank to deduct the outstanding fees and/or service charges from my/our other account (s) opened with the Bank.

I/We agree and acknowledge that overseas fund transfer shall be subjected to the rules and regulations of the Bank of Thailand.

The person who signs in the agreement (in case the Customer is juristic person) confirms that he/she is authorized to sign to be bound and behalf of such juristic person.

#### **Terms and Conditions for Time Deposit Phone Sales**

1. By providing time deposit instruction via phone, I/we agree to authorize the bank to process the transaction on behalf of me/us in all respects as per the instruction given via phone.
2. I acknowledge and aware that I can provide the instruction via phone in order to process the transaction, which is originated under the same account name within Citibank account for the following transactions:-
  - 2.1. Time deposit renewal in same tenor
  - 2.2. Time deposit renewal in new tenor
  - 2.3. Renewal to any other time deposit product type
  - 2.4. Partial withdraw and/or close time deposit account and dispose the principal and/or interest earned amount to savings or current account
3. In the case that I utilize "Time Deposit Phone Sales" service to renew my matured TD to be the Flexible Time Deposit Enhancement (product type: SWTD), in opening the Flexible Time Deposit, I agree and allow the Bank to open a Flexible Savings Account together in order to benefit from a special service of automatic withdrawal from the Flexible Time Deposit whereby the said Savings Account is entitled to the interest at the rate stipulated by the Bank.
4. In the case that I utilize "Time Deposit Phone Sales" Service to renew my matured TD to be the Periodic Time Deposit, I agree and allow the Bank to open a normal Savings Account together in order to allow the Bank to transfer the interest periodically (according to specific terms and conditions of Periodic Time Deposit), whereby the said Savings Account is entitled to the interest at the rate stipulated by the Bank.
5. Phone service instruction will be with tape recorder, and the tape recorder will be taken as binding evidence between I/we and the Bank as true and original document. There is no need for the Bank to request for an authenticated signature. I/We agree and acknowledge that any instructions given

through the use of "Time Deposit Phone Sales" service for Time Deposit Account either by myself/ourselves or by any other person, whether or not in bad faith, have been given with the use of my/our personal data to verify the integrity of the instructions shall be deemed to be correct and valid as if it has been performed by me/us. I/We shall responsible for such instructions and any damages incurred by the Bank as a result of its acting in compliance with such instructions.

6. I/We acknowledge that any record, evidence or document prepared by the Bank as evidence for the use of "Time Deposit Phone Sales" service for Time Deposit Account shall be finalized and concluded evidence against me/us of the use of the said Banking services.

#### **Closing of Account**

31. The Bank may, at anytime at its sole discretion, without liability to me/us, refuse to accept any deposit, or limit the amount that may be deposited or return all or any part of the deposit, or terminate my/our account(s) by notifying me/us.

32. In case that the Bank is required to close the account and return the deposit to me/us, the Bank shall be discharged from its entire liability with respect to my/our account by issuing to me/us a draft or cheque in the amount of the credit balance in the account after the deduction of all expenses or fees which I/we am/are liable to the Bank for and delivering to me/us any other necessary documents.

33. I/We acknowledge that at anytime if the amount of money in my account which has no overdraft is zero, I/we allow the Bank to close my/our said account automatically without requiring to inform me in advance. After the Bank has closed my/our account, if I/we want to ask the Bank to open a new account, I/we shall notify the Writing, fill in the details and sign a new application form.

34. I/We acknowledge that whenever all of my/our accounts opened with the Bank have been closed, whether by myself or the Bank, my/our Total Relationship Banking shall be cancelled. When my/our Total Relationship Banking was cancelled, the Bank shall also close my customer number.

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| TERMS AND CONDITIONS FOR REGISTERING AND USING PROMPTPAY SERVICE |
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Applicant who wish to register and request to link Savings aAccount number with national ID number and / or personal telephone number (which will thereof be referred to as “PromptPay” service) with Citibank (which from now will be referred to as “the Bank”) agrees to comply with the terms and conditions that the Bank has specified, including the following:

1. The Applicant must be a natural person with the qualifications as specified by the Bank.
2. The Applicant is required to register and apply to use the PromptPay Service with the Bank in the manner established by the Bank via the Bank’s branches or Online Banking Service ([www.citibank.co.th](http://www.citibank.co.th)) or via other channels as defined by the Bank, including submit any supporting documents as the Bank requested through channels specified by the Bank.
3. Where the Applicant applies or registers for the PromptPay Service through any Bank channel, which not requires a wet signature. The Applicant agrees by and adhere to the terms and conditions set forth by the Bank, even he/she does not give a wet signature.
4. The Applicant agrees to specify his ID number and/or mobile phone number based on the latest record available in the Bank’s database or as conditions designated by the Bank (hereinafter collectively referred to as the “Registered Number”) to be linked to the Applicant’s savings or current account held with the Bank (hereinafter referred to as the “Deposit Account”) subject to the following conditions:
  - The Registered Number to be registered with the Bank for the service must have never been registered for the PromptPay Service with any other bank or financial institutions, or such registration must have already been cancelled.
  - A Registered Number of each category shall be linked to only one specific Deposit Account of the Applicant held with the Bank or other financial institutions.
  - A Deposit Account may be linked to more than one Registered Number, subject to the Applicant’s one ID Number and one mobile phone number, unless otherwise prescribed by the Bank.
  - The Deposit Account to be linked to the Registered Number must be solely held by the Applicant and is in a normal status, or except where the Bank has otherwise specified.
  - Where the Applicant wishes to change the Registered Number which has already been registered and linked to the Deposit Account, the Applicant is required to cancel the previous registration and reapply in accordance with the Bank’s prescribed means and conditions.
5. The Applicant agrees and consents that the Bank may collect and use the information given to the Bank for any purpose as the Bank may deem appropriate, and consents that the Bank may disclose the Applicant’s information (to the extent necessary) to the service providers as determined by the Bank for the data verification, registration and use of PromptPay Service.
6. The Applicant represents and warrants that the Applicant is the owner of Deposit Account and is the owner and/or the lawful authorized user of the Registered Number. The Applicant further warrants that the registration and use of PromptPay shall be done in good faith.
7. The Applicant represents that all the information and documents (including their copies) given to the Bank for the registration and use of PromptPay Service is totally true, correct, complete and updated, and that the Applicant has the authority and competence to apply for and use the Service, including to perform any and all transactions in connection with the registration and use of PromptPay Service as well as to perform any and all transactions relevant to the Deposit Account held with the Bank.
8. The Applicant agrees to submit additional information of the Applicant when the Bank requests and / or improve such information to be more updated and inform the Bank immediately when there is any change. The Bank is not obliged to investigate such information.
9. The Applicant acknowledges and agrees that improving the information to become updated, requesting changes, and/or cancelling the registration when cancelling usage of the Registration Number, including maintenance of such information related to access to registration and usage of PromptPay service, are the responsibility of the Applicant. The Bank has no liability if the registration number has been used in any unauthorized transactions. All of this is for the safety of the service used by the Applicant.

10. The registration of PromptPay Service shall become effective upon the Bank's notification via the channel and method as defined by the Bank
11. Upon the successful registration for the use of PromptPay Service, the Applicant may refer to the Registered Number for (local) transactions to receive funds into the Deposit Account linked with the Registered Number instead of referring to the Applicant's Deposit Account number, and the transactions shall thereby effectively and completely be binding upon the Applicant. The remittance received must not exceed the amount as set out by the Bank.
12. Where the Bank provides any supplementary service for financial transactions relevant to PromptPay Service, the Applicant may perform such transactions without the necessity to re-apply, unless the Bank specifies otherwise.
13. The Applicant acknowledges and agrees that the Applicant is obligated to check and verify all transactions in careful manners, and accepts that any transactions made through PromptPay Service regardless of whether been made by Applicant or other person in whatsoever shall be completely binding upon the Applicant as if been made by the Applicant. The Applicant agree that the Bank does not have any responsibility for any damage that may occur from such transactions and the Applicant shall be responsible for any damage
14. The Applicant shall be entitled to cancel the registration and use of PromptPay Service by identifying any one or all of the Registered Numbers through the means and the channels as designated by the Bank.
15. . The Bank may, at any time, suspend or cancel the provision of PromptPay Service to the Applicant, in whole or in part, at the Bank's sole discretion by advance notice to the Applicant via the channels stipulated by the Bank, except in the following circumstances where the Bank may suspend or cancel the provision of PromptPay Service forthwith:
  - The Deposit Account has been closed or confiscated or suspended or become inactive or dormant or designated by the Bank to be in another status.
  - The Bank finds that the registered mobile phone number has been deactivated, cancelled, suspended, on in any status as determined by the Bank.
  - The Bank believes or suspects that the PromptPay Service or the Deposit Account or the Registered Number is being used in bad faith or for illegitimate business or against public order or morals or the transactions performed appear illegal or unusual or against the laws or the Bank's rules and regulations or policy, or are unlawful acts or performed
  - The Bank is required to abide by the law, rules, regulations, order of the court or the regulatory authority or the Bank's policy. The Applicant agrees that in the event that the Bank makes a credit to the Deposit Account before receipt of cleared funds, the Bank shall be entitled to reverse all or part of the credit (including any interest thereon), make an appropriate entry to the Deposit Account and require repayment of an amount corresponding to such credit if it has been withdrawn.
16. The Applicant agrees that in the event that the Bank makes a credit to the Deposit Account before receipt of cleared funds, the Bank shall be entitled to reverse all or part of the credit (including any interest thereon), make an appropriate entry to the Deposit Account and require repayment of an amount corresponding to such credit if it has been withdrawn.
17. The Applicant acknowledges and agrees to promptly notify the Bank immediately upon the Applicant's knowledge of the illegal registration or use of PromptPay Service by any third party, including upon the change, cancellation, suspension, or lost of Registered Number.
18. The Applicant agrees that the Bank shall not be held liable for any loss or damages incurred from following circumstances:
  - The Deposit Account is closed, freezed, or suspended. As a result, the Applicant may not be received of any fund through this service or transact any transaction as designated in future through Deposit Account;
  - The Registered Number is changed, cancelled, suspended, lost, or illegal used by third person and the Applicant has not notified the Bank.
  - Any force majeure or circumstance beyond the Bank's control, including any delay or inability to act on any instructions or communications due to the breakdown or failure of the transmission or communications equipment or devices howsoever caused or

due to the interruption or delay or error in data transmission or communications, including but not limited to Bank system is closed for improvement.

- The Applicant fails to comply with this terms and conditions.
19. The Applicant agrees to be responsible for all losses and damages incurred from the unlawful registration or use of PromptPay Service by the Applicant, including where it causes damages to any other persons.
  20. The Applicant consents to pay any fees, service fees or other expenses relating to this PromptPay Service in accordance with the payment time and terms specified by the Bank. The Bank reserves the right to change such fees, service fees and expenses, in which the Bank shall inform the Applicant in advance, and the Applicant consent the Bank to debit from the all deposit account with the Bank for such fees, service fees and expenses. In the event that the Bank could not debit for such fees, service fees or expenses as a result of insufficient fund in deposit account or could not debit for other reasons, the Applicant shall not be able to use this service, in whole or in part, until the Bank could debit from account completely or the Applicant has paid for such fees, service fees or expenses to the Bank
  21. The Bank may from time to time, in whole or in part, cancel, revise, or modify these terms and conditions, and the Applicant agrees to accept and be bound by such terms and conditions as cancelled or revised or modified. Such cancellation, revision or modification shall be deemed enforceable and made known to the Applicant forthwith upon the Bank's announcement posted at branches, on the Bank's website and/or upon the Bank's notification in any other manner as the Bank may deem fit.
  22. These terms and conditions shall form an integral part of the terms and conditions governing the service provision of current account and saving accounts.
  23. These terms and conditions shall be governed and construed in accordance with Thai laws.
  24. Where these terms and conditions are available in both Thai and English version and there is any discrepancy and inconsistency, the Thai version shall prevail.

## **2. TERMS AND CONDITIONS FOR SAVINGS ACCOUNT**

In addition to General Terms and Conditions aforementioned, the deposit and withdrawal made into and from Savings Account shall be governed by the following specific terms and conditions:

1. The first deposit shall be not less than the minimum amount that the Bank announces from time to time.
2. An average of the minimum balance in the account each month shall be not less than the minimum amount that the Bank announces from time to time.
3. The Bank shall calculate interest on the balance in the Savings Account every day and shall credit the said interest into the account on the last banking day in June and December of each calendar year or on the date that the account is closed.
4. In case that the Bank issues a passbook to me/us, I/we agree to pay the fee of the passbook issuance specified by the Bank. I/We must present the passbook or Citibank ATM card to the Bank for the withdrawal of the deposit. The amount shown in the passbook shall not be conclusive of the balance of the account until verified by the Bank after comparison with the Bank's record.
5. The Bank will send a monthly statement to me/us on the last banking day of each calendar month. The amount shown in the statement shall be conclusive of the balance of the account at the time of making the statement.
6. There shall be no restriction on the number of deposits or withdrawals which may be made in each month.
7. In case that the Bank issues a passbook to me/us in accordance with Clause 4, I/we shall comply with the followings;
  - 7.1 Immediately notify the Bank in writing if the passbook is lost, stolen or damaged. In such case, the Bank may issue a substitute passbook to me/us on the condition that I/we must indemnify the Bank for any damage, incurred or to be incurred by the Bank as the Bank deems appropriate. The Bank has the right to require me/us to provide other necessary documents and evidence for issuing the new passbook.
  - 7.2 If I/we fail to immediately notify the Bank of the loss of the passbook, the Bank shall not be responsible for any damage incurred therefrom.

### **3. TERMS AND CONDITIONS FOR SAVINGS PLUS ACCOUNT**

A Citibank Saving Plus Account is a demand deposit and earns interest from the first baht of savings. A customer may deposit or withdraw any amount into or from their available balance at any time they tike. This deposit product is under protection of the Deposit Protection Agency within the coverage stipulated by the law.

In addition to General Terms and Conditions aforementioned, the deposit and withdrawal made into and from Savings Plus Account shall be governed by the following specific terms and conditions:

1. The first deposit shall be not less than the minimum amount that the Bank announces from time to time.
2. The Bank will calculate from the first baht of savings. The interest will be credited to my/our account at the end of June and December of each calendar year or on the date that the account is closed.
3. The deposit in this account can be withdrawn upon demand. Deposit or withdrawals of any amount can be made into or from the available balance at any time.

#### **4. TERMS AND CONDITIONS FOR MONEY MARKET SAVINGS ACCOUNT**

In addition to the terms and conditions applicable to Savings and Time Deposit Account, the cash deposit and withdrawal in Money Market Savings Account shall be subjected to the following terms and conditions:

1. The amount of the initial deposit and additional deposit shall not be less than the minimum amount the Bank stipulates periodically.
2. The bank shall calculate interest on the balance in the Savings Account everyday and shall credit the said interest into the account on the last banking day in June and December of each calendar year or on the date that the account is closed.
3. The deposit in this account can be withdrawn upon demand. Deposit or withdrawals of any amount can be made into or from the available balance at any time.
4. I/We agree that the deposit and withdrawal made into and from the Money Market Savings Account shall also be governed by clauses 4, 5 and 7 of the terms and conditions for Savings Account aforementioned.

#### **5. TERMS AND CONDITIONS FOR CHECKING ACCOUNT**

In addition to General Terms and Conditions aforementioned, the deposit and withdrawal made into and from Checking Account shall be governed by the following specific terms and conditions:

1. The first deposit shall be not less than the minimum amount that the Bank announces from time to time.
2. An average of the minimum balance in the account each month shall be not less than the minimum amount that the Bank announces from time to time. If the average of the balance in the account each month is less than the minimum amount that the Bank announces, I/we agree to pay the fees or the cost of maintaining the account at the rates specified by the Bank from time to time and the Bank shall notify me/us of such fees or cost.

#### **6. TERMS AND CONDITIONS FOR TIME DEPOSIT ACCOUNT**

In addition to General Terms and Conditions aforementioned, and the terms and conditions specified on the back of each type of time deposit ("TD"), the deposit and withdrawal made into and from TD shall be governed by the following specific terms and conditions:

1. An average of the minimum balance in the account each month shall be not less than the minimum amount that the Bank announces from time to time.
2. The Bank shall calculate interest on the deposit on a daily basis throughout the deposit term of the TD the Bank will pay the interest by calculating from the day following the date of the deposit and until the maturity date of the said TD.
3. If I/we make the deposit with the Bank, the Bank shall issue a deposit slip to me/us. This deposit slip is only evidence of deposit but not a document of right that can be sold or transferred or secure any debt for a third party.
4. Unless the terms and conditions on the back of the TD are specified otherwise, the Bank shall repay the amount stated on the TD together with the interest accrued thereon to me/us on the date of maturity of the said TD. If I/we do not instruct the Bank in advance before the date of maturity of the said TD, it is deemed that I/we want to make a deposit for the same period of time and agree that the Bank will extend the deposit for the same period. The interest rates shall be the rates specified by the Bank at the date of maturity of the deposit for the same period of time.

Deposit and withdrawal from the time deposit account include many special types as the Bank has specified which the depositor has the right to choose which type of account to deposit and has agreed to be bound by the terms and conditions of all types of accounts. The types for special time deposit consists of 1. Periodic Time Deposit and 2. Flexible Time Deposit Enhancement.

### **Terms and Conditions for Periodic Time Deposit Account**

In addition to the terms and conditions applicable to Savings and Time Deposit Account, the cash deposit and withdrawal in Periodic Time Deposit shall be subjected to the following terms and conditions:

1. Periodic Time Deposit is a Time Deposit Account which the interest payment will be paid periodically i.e. monthly, quarterly, semi-annually, annually or any other period which the Bank may stipulate in the future.
2. The amount of the initial deposit and additional deposit shall not be less than the minimum amount the Bank stipulates periodically.
3. In opening the Periodic Time Deposit, I agree to open a Savings and/or Checking Account with the Bank to allow the Bank to transfer interest thereon to such account, which I/we can make the interest withdrawal on the next banking day.
4. The interest payment will be transferred to the selected Savings and/or Checking Account according to condition no.3 above.
5. For the withdrawal before the time deposit maturity, the Bank will calculate such interest from the deposit date to the withdrawal date, and the accounts are subjected to the following interest rate penalties:
  - Deposit length of less than 3 months: No interest payment.
  - Deposit length of 3 months or more: Citibank will pay interest the same as Normal Saving rate that will give to customer same as "Bank" announcement rate.
  - Interest payments are exempted for corporate accounts with withdrawals before the time deposit maturity.

In such case, if I/we have already received some interest from periodic interest payment i.e. for every 3 months, every 6 months, every 12 months, I/we shall return the interest received to the bank or allow the Bank to deduct such amount from any of my/our accounts opened with the Bank.

6. I/We agree that if I/we do not instruct the Bank prior to the maturity date, it is deemed that I/we want to make a deposit under the same category and period of time and agree that the Bank will extend the deposit under the same category and period of time with interest at the rate specified by the Bank in the deposit renewal date.
7. I/We further agree to comply with any applicable and/or subsequent terms and conditions applied and/or subsequently applied on the Periodic Time Deposit.

### **Terms and Conditions for Flexible Time Deposit Enhancement Account**

In addition to the terms and conditions applicable to the savings and Time Deposit Account, the cash deposit and withdrawal in the Flexible Time Deposit Enhancement shall be subjected to the following terms and conditions:

1. The Flexible Time Deposit Enhancement (product type : SWTD) is the time deposit in which cash withdrawal could be made before the completion of the maturity period whereby I agree to notify my preferred maturity period to the Bank in the manner determined by the Bank.
2. In opening the Flexible Time Deposit, I agree to open a savings account with the Bank to benefit from a special service of automatic withdrawal from the Flexible Time Deposit whereby the said savings account is entitled to the interest at the rate stipulated by the Bank.
3. The amount of the initial deposit shall not be less than the minimum amount the Bank stipulates periodically.
4. In the case that I wish to withdraw my Flexible Time Deposit before the completion of the maturity period, the Bank will pay the interest as follows;
  - 4.1 In the case of deposit of less than 1 month, the Bank will pay no interest on the actual withdrawn amount.
  - 4.2 In the case of deposit of 1 month or longer, the Bank will pay the interest at the normal savings rate.
  - 4.3 In the case of the remaining balance in the account on the maturity date, the Bank will pay the interest at the prevailing rate at the time of the account opening as appears on the Time Deposit Advice.
5. I could withdraw part of the money stated on the Time Deposit Advice without any limit on the number of withdrawals. However, the amount of cash withdrawn each time shall not be lower than 10,000 Baht (Ten Thousand Baht) and any excess over 10,000 Baht (Ten Thousand Baht) shall be in a multiple of 10,000 Baht (Ten Thousand Baht) or as stipulated by the Bank. I acknowledge that in the case that I make a withdrawal or transfer of money in

any amount to the extent that the remaining balance in any of my Flexible Time Deposit Account falls below 10,000 Baht (Ten Thousand Baht), I agree and consent to the Bank transferring all the remaining balance in the Flexible Time Deposit to the Savings Account I have opened in conjunction with the Flexible Time Deposit and automatically deeming that I wish to close the said Flexible Time Deposit.

6. I acknowledge that the available balance shown in Savings Account I have opened in conjunction with the Flexible Time Deposit is the cumulative balance of Savings Account itself and all Flexible Time Deposit that I have with the Bank. In the case that I make a withdrawal or transfer from the said Savings Account, the system will withdraw money from the balance in the said Savings Account first and if the amount of money available in such Savings Account is not sufficient to cover the transaction I make, I agree and consent that such transaction automatically constitutes the cash withdrawal from my Flexible Time Deposit. In the case that I have several Flexible Time Deposits with the Bank, I agree and allow the Bank to use its discretion in withdrawing cash from whichever Flexible Time Deposit that will benefit me the most.

7. When I deposit money at the Bank, the Bank shall issue the Time Deposit Advice to me whereby the said Time Deposit Advice is merely a proof of deposit not a legal document of rights which could be sold, transferred, or treated as debt collateral for third parties and the amount of deposit shown on the Time Deposit Advice issued to me by the Bank may vary as a result of the cash withdrawal or transfer from my Flexible Time Deposit during the deposit period, therefore in lieu of the issue of a new Time Deposit Advice and in order to confirm the transactions involving cash withdrawal and/or transfer made through the automatic channels of the Bank as well as confirming the automatic closure of the account, the Bank shall notify me monthly of the transactions involving cash withdrawal/transfer resulted from the cash withdrawal through the automatic channels of the Bank, and the amount of the deposit in my Flexible Time Deposit and savings account as well as the automatic account closing through the Consolidated Statement.

7. When I deposit money at the Bank, the Bank shall issue the Time Deposit Advice to me whereby the said Time Deposit Advice is merely a proof of deposit not a legal document of rights which could be sold, transferred, or treated as debt collateral for third parties and the amount of deposit

8. I am aware that the Bank shall not issue the Time Deposit Advice to me to confirm the transactions involving cash withdrawal and/or transfer resulted from the making of cash withdrawal and/or transfer through the automatic channels of the Bank, namely;

8.1 Cash withdrawal or transfer through the Automatic Teller Machine (ATM) by using Citibank ATM card and the personal identification number (PIN) issued by the Bank; or

8.2 Regarding instruction for cash withdrawal or fund transfer through CitiPhone Banking Service using Telephone Personal Identification number (T-PIN), I agree to allow Citibank to do the banking transaction as instructed on my behalf whereby I agree to fully comply with the all terms and conditions in the use of CitiPhone Banking Service as provided the Bank; or

8.3 By any other method that the Bank will stipulate and further notify me in the future, Whereby I acknowledge and agree to fully comply with the terms and conditions governing the use of services through the automatic channels as stipulated by the Bank.

9. In the case that I do not instruct the Bank to do otherwise when my deposit reaches the agreed maturity date and the remaining principal is at least 200,000 Baht (Two Hundred Thousand Baht) per account, it shall be deemed that I fully agree and consent to the Bank renewing my deposit period automatically in the form of the Flexible Time Deposit with the same maturity period and the same interest rate as that stipulated by the Bank on the maturity date of the initial deposit. Therefore, I agree to comply with any existing or future terms and conditions applicable to the Flexible Time Deposit stipulated by the Bank whereby the Bank will inform about the applicability of the said terms and conditions to the Flexible Time Deposit with the account that I have already opened and/or any account that I may additionally request or renew in the future. In the case that my remaining Flexible Time Deposit principal on the maturity date falls below 200,000 Baht (Two Hundred Thousand Baht), I agree and consent to the Bank transferring all the remaining balance in the Flexible Time Deposit to the Savings Account I have opened in conjunction with the Flexible Time Deposit and automatically deeming that I wish to close the said Flexible Time Deposit.

## **7. TERMS AND CONDITIONS FOR USE OF THE CITIBANK ATM CARD AND CITIBANK DEBIT PROMPTCARD**

In addition to General Terms and Conditions aforementioned, the use of the Citibank ATM card and the Citibank Debit PromptCard shall be governed by the following terms and conditions:

1. Citibank ATM card and the Citibank Debit PromptCard are cards issued by the Bank to me/us for my/our benefit and convenience in making inquiries and using banking services which the Bank has opened or will open for services through all kinds of electronic equipment of the Bank and/or

other financial institution(s) which has/have jointly opened or will jointly open for such service with the Bank both locally and internationally, including but not limited to CitiPhone Banking and Citibank Online (hereinafter collectively referred to as the "Electronic Equipment").

2. I/We acknowledge that by the use of the Citibank ATM card and the Citibank Debit PromptCard with the Personal Identification Number ("PIN") issued and notified me/us by the Bank with the Electronic Equipment, I/we can make inquiries and obtain banking services opened by the Bank which concern all types of deposit or credit accounts which I/we have opened with the Bank, including such credit accounts as the Visa Card Account and the Master Card Account and/or other account opened and/or to be opened with Citicorp Finance and Securities (Thailand) Co., Ltd., which include promissory notes issued by Citicorp Finance and Securities (Thailand) Co., Ltd., ("Citicorp").

3. I/We acknowledge that I/we can use the Citibank ATM card and/or the Citibank Debit PromptCard with the PIN issued and notified to me/us by the Bank with the Electronic Equipment to inquire information of the Total Relationship Banking which I/we opened with the Bank and the Citibank ATM card cannot be used with other services of the Bank.

4. I/We acknowledge that when I/we receive the Citibank ATM card and the PIN issued and notified to me/us by the Bank, I/we can use the Citibank ATM card and the PIN after contacting the Bank to confirm on card activation.

5. I/We acknowledge that I/we am/are at anytime entitled to change the PIN given by the Bank to me/us by myself/ourselves. The said change of the PIN shall be valid only if I/we have fully complied with the procedures set forth by the Bank and/or instructions received through the Electronic Equipment including at Citibank ATM machines or Citibank branches, CitiPhone Banking, Citibank online. I/We agree to deem that the changed PIN is the PIN given to me/us by the Bank.

6. I/We must keep the Citibank ATM card and/or the Citibank Debit PromptCard and their respective PINs issued or deemed to be issued by the Bank confidential. I/We agree and accept that all instructions received by the Bank through the use of my/our Citibank ATM card and the PIN with the Electronic Equipment shall be treated as correct and valid instructions regardless of who actually gave the instructions.

7. I/We acknowledge that if the Citibank ATM card and/or the Citibank Debit PromptCard given to me/us by the Bank is damaged or lost or stolen, I/we must notify the Bank in writing or through CitiPhone Banking immediately in order for the Bank to issue a new card for me/us as the Bank deems appropriate. In such case, I/we agree to pay the fee required for the issuance of a new card to the Bank at the rate to be collected by the Bank and to provide such documents and evidence as the Bank requires. In the case that I/we request the Bank to issue a new Citibank ATM card without canceling the old Citibank ATM card, I/we agree to use the existing PIN with the new Citibank ATM card. If the Bank has not received such notification and a third party has used my/our card, I/we agree to be responsible for any debts and/or costs occurring from unauthorized uses of the old card. I/We acknowledge that when the Bank issues a new Citibank ATM card and/or Citibank Debit PromptCard to me/us, it shall have the effect to cancel the old Citibank ATM card which cannot be used any further.

8. I/We can use the Citibank ATM card and/or Citibank Debit PromptCard to obtain services opened by the Bank through the Electronic Equipment 24 hours a day and 7 days a week expect in the case that the Electronic Equipment or data system is damaged, defective or under repair or maintenance. I/We acknowledge that if there is the use of an incorrect PIN with the Citibank ATM card and/or Citibank Debit PromptCard exceeding the number of times set by the Bank, all services rendered by the Bank through the use of the said Citibank ATM card shall be suspended until I/we contact the Bank in order to prevent damage that may be incurred by me/us.

9. I/We acknowledge that the maximum amounts which I/we can withdraw on each day from each of all types of my/our deposit and credit accounts opened with the Bank through the use of the Citibank ATM card and/or Citibank Debit PromptCard are as followings;

(a) Cash withdrawal from a Savings Account, Checking Account, Ready Credit Account and/or other Credit Accounts on each day can be made in an amount not exceeding the maximum amount that the Bank prescribes in the user manual of each type of Citibank ATM card and/or Citibank Debit PromptCard or announces from time to time for each type of Citibank ATM card.

(b) Cash withdrawal from the Visa Card account and/or Master Card account on each day can be made in an amount not exceeding the maximum amount that the Bank prescribes in the user manual or announces from time to time for Silver Card and Gold Card.

In any case, the aggregate of the amount that can be withdrawn in accordance with (a) and (b) each time and the amount already drawn by me/us at anytime shall not exceed the credit line available to me/us under the specific terms and conditions of each credit card and the credit line which the Bank gives to me.

If there are any changes in the maximum credit line, I/we may request a copy of new terms and conditions by notifying the Bank not less than 2 (two) banking days in advance.

10. I/We acknowledge that I/we can use the Citibank ATM card and/or Citibank Debit PromptCard with the PIN given to me/us by the Bank to make cash withdrawal from my/our accounts opened with the Bank from the letter at the Bank's office within the banking hour and day of the Bank to the maximum amount which I/we can withdraw from each of the accounts. Such maximum amount shall be in accordance with the specific terms and conditions for each such account.

11. If there is a transfer of money through the Electronic Equipment, the said transfer shall become effective by the times specified below:

(a) Use of service within the banking hours of the Bank for taking deposits.

11.1 Deposit

11.1.1 Cash deposit: The Bank shall deposit the received amount into my/our account on the date which the cash deposit is made. I/We can withdraw the deposited amount from my/our account after the Bank has counted the money and credited the counted amount into my/our account properly.

11.1.2 Cheque deposit: The Bank shall deposit the amount collected under the cheque into my/our account on the following banking day. I/We may withdraw the said amount after the Bank has properly received and credited the amount collected under the cheque into my/our account.

11.2 Payment of debt arising from the use of the credit card

11.2.1 Payment by cash: The Bank shall deem that the Payment of debt arising from the use of the credit card and related fees according to my/our instruction are made on the date which cash payment is made.

11.2.2 Payment by cheque: The Bank shall deem that the Payment of debt arising from the use of the credit card and related fees according to my/our instruction are made on the date which the Bank has received the amount collected under the cheque.

11.3 Repayment of Loan

11.3.1 Repayment by cash: The Bank shall deem that the repayment of loan according to my/our instruction is made on the date cash payment is made.

11.3.2 Repayment by cheque: The Bank shall deem that the repayment of loan according to my/our instruction is made on the date which the Bank has received the money collected under the cheque.

(b) Use of the services outside of the banking hours of the Bank for taking deposits and on the non-banking day of the Bank

11.4 Deposit

11.4.1 Cash deposit: The Bank shall deem that the received amount is deposited into my/our account on the date of which the cash deposit is made. I/We can withdraw the deposited amount after the Bank has counted and credited the said amount into my/our account properly on the first banking day following the date on which the cash deposit is made.

11.4.2 Cheque deposit: In case the cheque is drawn on a bank in Bangkok the Bank shall deposit the amount collected under the cheque into my/our account on the second banking day following the date which the cheque deposit was made, or on the banking day when the amount under the cheque is received in case the cheque is drawn on a bank in the provinces. I/We can withdraw the said amount after the Bank has properly received and credited the amount collected under the cheque into my/our account.

11.5 Payment of debt arising from the use of the Credit Card

11.5.1 Payment by cash: The Bank shall deem that the payment of debt arising from the use of credit card is made on the first banking day following the date which cash payment is made.

11.5.2 Payment by cheque: The Bank shall deem that the payment of debt arising from the use of credit card is made on the date the Bank has received the amount collected under the cheque.

11.6 Repayment of Loan

11.6.1 Payment by cash: The Bank shall deem that the repayment of loan is made on the date of repayment by cash, provided that the record of such repayment shall appear on the first banking day following that day.

11.6.2 Payment by cheque: The Bank shall deem that the repayment of loan is made on the date which the Bank has properly received the amount collected under the cheque.

12. In making use of the services concerning a withdrawal or transfer of money through the Electronic Equipment as specified in Clause 9 and Clause 11 here above, I/we agree that the Bank shall be entitled to debit from my/our account the withdrawn or transferred amount on the date which the service is made, even if such withdrawal or transfer service is made on the non-banking day and non-banking hours of the Bank. Nevertheless, if the withdrawal or transfer of money is made after banking hours of the Bank, the Bank may deem that such withdrawal or transfer is made on the following day and the Bank may at its sole discretion, debit the said amount from my/our account on such following day.

13. In case that the Bank allows the transfer of money from a Checking Account in accordance with the instruction made through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN given to me/us by the Bank in an amount in excess of the balance of my/our account for whatever reasons, I/we agree that the amount transferred exceeding the balance of my/our account shall be an overdraft borrowing made by me/us and I/we agree to repay to the Bank the said amount with the interest within the time specified by the Bank and without any delay. I/We further agree that the interest on the said amount shall be the highest rate chargeable by the Bank on the lending in accordance with the relevant notification of the Bank in force on the day the overdraft is made. Such interest shall be calculated from the date the overdraft is made and until the date the full repayment is made to the Bank.

14. I/We may use the Citibank ATM card and/or Citibank Debit PromptCard to obtain the banking services which the Bank has opened within the country and I/we acknowledge that the Bank reserves its right to charge service fees for the use of the services obtained from the Electronic Equipment when the Bank deems appropriate, at the rates prescribed from time to time by the Bank. In case that I/we use the Citibank ATM card and/or Citibank Debit PromptCard to obtain services which the Bank has opened abroad, I/we agree to pay service fees incurred from the use of the said Electronic Equipment to the Bank at the rate prescribed by the Bank and/or at the rate charged by the foreign bank.

15. I/We acknowledge that in making use of all banking services rendered by the Bank through the Electronic Equipment (except for the use of services through CitiPhone Banking), the Bank shall issue a record to me/us as evidence of the use of banking services rendered by the Bank according to the instructions given by the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN given to me/us by the Bank, I/we acknowledge that any record, evidence or document prepared by the Bank shall be binding and conclusive evidence against me/us as the proof of the debt arising from the use of the said banking services, provided there is no manifest error.

16. I/We acknowledge that if I/we wish to have the Bank freeze or stop the transfer of money made through the instruction given through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN given to me/us and/or the use of the Citibank ATM card and/or Citibank Debit PromptCard issued to me/us by the Bank with the Electronic Equipment, I/we must act as follows:

16.1 Notify the Bank in writing of the instruction to freeze or stop the transfer of money and/or the use of the Citibank ATM card and/or Citibank Debit PromptCard and send it to the Bank's office or notify such instruction to freeze or stop through an CitiPhone Self-Service Banking (AVR)

16.2 After the Bank is notified of the instruction to freeze or stop the transfer of money and/or the use of the Citibank ATM card and/or Citibank Debit PromptCard according to the procedures set forth in Clause 16.1, and the Bank has examined the genuineness of such instruction according to the Bank's procedures, the Bank will immediately freeze or stop the said transfer and the use of the Citibank ATM card and/or Citibank Debit PromptCard.

17. I/We acknowledge that the Bank shall be liable to me/us in the following cases;

17.1 The Bank acts or omits to act in compliance with instructions to transfer money with the result that I/we do not receive money from the transfer of money through the Electronic Equipment in the time specified in Clause 2 unless,

17.1.1 I/we do not have enough money in the account;

17.1.2 I/we do not have any credit facility with the Bank or my/our use of credit facility with the Bank is suspended;

17.1.3 The transfer of money will make the balance of the account exceed the available credit amount which I/we

have agreed upon with the Bank;

17.1.4 At that time, there are any legal proceedings brought against me/us and/or accounts opened by me/us with the Bank are under legal proceedings;

17.1.5 The Bank has notified me/us of a defect in the transfer of money prior to or during the time the transaction is made;

17.1.6 An error in the transfer of money is caused by the defect in or damage to the Electronic Equipment or the computerized data system;

17.1.7 I/We fail to comply with the terms or conditions of the Bank;

17.1.8 The Bank has doubts about the correctness or genuineness of the instruction; and

17.1.9 Force majeure or act of God.

17.2 The Bank fails to comply with the instruction to stop the transfer of money or the instruction to freeze the use of my/our Citibank ATM card and/or Citibank Debit PromptCard under Clause 16 and later, there is a transfer of money through the Electronic Equipment.

17.3 The Bank has not delivered the Citibank ATM card and/or Citibank Debit PromptCard with the PIN to me/us and there is the unauthorized transfer of money through the Electronic Equipment.

17.4 There is an unauthorized transfer of money through the Electronic Equipment and it can be proven to be gross negligence or a wilful act on the part of the Bank.

18. I/We shall be liable to the Bank if there is a transfer of money through the Electronic Equipment according to the instruction given through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN. I/We agree to be liable to the Bank for the transferred amount in case that such transfer was made before the Bank attaches or stops the use of the Citibank ATM card and/or Citibank Debit PromptCard or the transfer of money in accordance with the procedures set forth in Clause 16.

19. I/We acknowledge and accept that the Bank shall not be responsible for any damage incurred from the Bank acting in compliance with the instructions given through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN unless the said damage is caused by gross negligence of the Bank.

20. I/We agree and acknowledge that any action done through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN either by myself/ourselves or by any other person, whether or not in bad faith, shall be deemed to be correct and valid as if it has been performed by me/us. I/We agree to be responsible for such action and any damage to be incurred by the Bank as a result of their acting in compliance with such instruction.

21. I/We agree that I/we shall be responsible for all damages incurred by or resulting from the Bank acting in compliance with the instruction given through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN with respect to any refusal to make payment under any cheque against which the instruction to stop payment is given through the Electronic Equipment.

22. If I/We find any error made by the use of banking services which the Bank has opened for services through the Electronic Equipment, I/we shall inform the Bank of the said error together with the following details in accordance with the procedures set forth in Clause 16.

22.1 Date and time the transaction is made;

22.2 The location of the terminal;

22.3 My/our account number and the account number of the relevant person;

22.4 Type of transaction;

22.5 Amount to be transferred in or out; and

22.6 My/our name and contacting address.

23. After the Bank has been notified of the error made by the use of the Electronic Equipment according to Clause 22, the Bank shall complete the examination within 30 (thirty) days and shall notify me/us of the result within 7 (seven) days from the date the Bank knows the result of the examination.

24. I/We acknowledge that the Citibank ATM card and/or Citibank Debit PromptCard is the card issued to me by the Bank, and if I/we wish to cancel the use of the Citibank ATM card and/or Citibank Debit PromptCard given to me/us by the Bank, I/we must notify the Bank of such cancellation in writing or through CitiPhone Banking. I/We acknowledge that the Bank reserves the right to cancel the Citibank ATM card and/or Citibank Debit PromptCard given to me/us by the Bank at anytime as the Bank deems appropriate.

The Bank shall not issue the Citibank ATM card and/or Citibank Debit PromptCard to the customer who has no domicile in Thailand.

25. I/We acknowledge that I/we can ask the Bank to change the PIN or ask the Bank to issue a new PIN to me/us through CitiPhone Banking.

26. In case that I/we have used the Citibank ATM card and/or Citibank Debit PromptCard to withdraw cash from an account in a foreign country. I/We acknowledge that the amount withdrawn will be converted from the currency charged by the foreign bank into Thai Baht at the foreign exchange rate of such currency at the selling point which may vary according to the date and time the Bank receives an invoice from the foreign bank with addition mark up rate from the exchange rate in order to cover the risk on exchange rate fluctuation.

27. I/We acknowledge that all information provided by the Bank for me/us according to the instruction given through the use of the Citibank ATM card and/or Citibank Debit PromptCard with the PIN is preliminary information which the Bank reserves the right to amend and update at all times. The Bank shall not be liable to me/us for any defect in such information except where it arises by reason of gross negligence of the Bank.

28. I/We agree that the manual and/or documents in relation to the use of the Citibank ATM card and/or Citibank Debit PromptCard provided or delivered to me/us by the Bank or to be further announced by the Bank shall be deemed an integral part of these terms and conditions.

29. I/We acknowledge that the Citibank ATM card and/or Citibank Debit PromptCard shall at all time be the Bank's property. I/We shall be obliged to return the said card to the Bank upon demand. In the case that I/we close my/our savings account which I/we have with the Bank, I/we shall return the Citibank ATM card and/or Citibank Debit PromptCard to the Bank on the day I/we give the instruction to close the account or as soon as practical. If I/we fail to return the Citibank ATM card and/or Citibank Debit PromptCard to the Bank (whether or not the Bank demands that I/we do so), I/we hereby agree that I/we shall have no right to use any of the services of the Bank involving the Citibank ATM card and/or Citibank Debit PromptCard the Bank has no duty to provide the Citibank ATM card and/or Citibank Debit PromptCard services to me/us and the Bank is not responsible for any direct or indirect damage concerning the use of the Citibank ATM card and/or Citibank Debit PromptCard after the account is closed.

30. In case I/we request the Bank to deliver the Citibank ATM card and/or Citibank Debit PromptCard to me/us, I/we agree that the Bank is not responsible for any damage, loss or delay in delivering the Citibank ATM card and/or Citibank Debit PromptCard to me/us.

31. I/We acknowledge that I/we can use the Citibank ATM card and/or Citibank Debit PromptCard with the PIN to withdraw cash in foreign currencies in the International Citibank Card (ICC) system or withdraw cash in Thai Baht from the ATM POOL system at the branches of the banks in the ATM POOL system through the Electronic Equipment of foreign branches of the Bank or in Thailand as the case may be which the Bank has opened and will open, which the Bank shall announce from time to time.

32. I/We acknowledge that cash withdrawals in the ICC and ATM POOL systems can only be withdrawn from the accounts which I/we have opened with the Bank. I/We must notify the Bank of which account I/we want to withdraw from when I/we want to withdraw cash. If I/we fail to notify the Bank in advance of such account, the ICC and ATM POOL system will withdraw automatically. I/We agree to pay fees set forth by the Bank arising in case the ICC or ATM POOL system withdraws cash from Credit Card Account or Ready Credit Account.

33. The other terms and conditions for the use of the Citibank ATM card and/or Citibank Debit PromptCard shall also apply to withdrawals in the ICC and ATM POOL systems.

The use of my Citibank ATM card and/or Citibank Debit PromptCard outside of Thailand shall be governed by the following terms and conditions:

34. In connection with the use of my Citibank ATM card and/or Citibank Debit PromptCard at ATMs located outside of Thailand, Citibank in the country where I use the ATM must make arrangements on behalf of the Bank for transaction data to be collected, stored and communicated for processing. Such processing may include identifying of account balance information and will, in whole or in part, be performed electronically. In addition, transaction processing may be performed on behalf to the Bank by other entities either in the country where I used the ATM or elsewhere.

35. The use of my Citibank ATM card and/or Citibank Debit PromptCard at an ATM outside of Thailand shall constitute my consent:

35.1 to the collection, storage, communication and processing of identifying and account balance information by any means necessary for the Bank to maintain appropriate transaction and account records;

35.2 to the release and transmission to participants and processors in the Citishare network, of details of my account and transaction information and other data necessary to enable my Citibank ATM card and/or Citibank Debit PromptCard to be used at an ATM outside of Thailand;

35.3 to the retention of such information and data by the said participants and processors in the Citishare network; and

35.4 to the compliance by the said participants and processors in the Citishare network with laws and regulations governing disclosure of information to which such participants and processors are subject.

36. The obligations with respect to the accounts hereunder are payable solely at the Bank at which the account or deposit was opened and are subject to the laws of Thailand (including, without limitation, governmental acts, order, decrees, and regulations, including fiscal and exchange control regulations). The Bank shall not be liable for unavailability of the funds credited to the accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible therefore.

37. All withdrawals made with the Citibank ATM card and/or Citibank Debit PromptCard outside Thailand constitute a payment at the Bank, and remittance to the country where the withdrawal is affected. The right of withdrawal is thus subject not only to the laws and regulations of Thailand but also to laws and regulations of the country in which the withdrawal is requested. Therefore, cash withdrawn from an ATM outside Thailand with the Citibank ATM card and/or Citibank Debit PromptCard shall be in a currency permitted at the institution which owns the ATM which the withdrawal is made. The equivalent in the currency of my account shall be debited from my account at the Bank. Cash withdrawals at an ATM outside Thailand shall also be subject to any exchange controls, regulations or limitations in effect in the country in which the ATM is located.

38. The Bank may at anytime without notice suspend or terminate my ability to use Citibank ATM card and/or Citibank Debit PromptCard me at an ATM outside Thailand if card usage is not under terms and conditions and is not able to contact me and shall not be liable to me for any loss or damage suffered by me resulting in any way from such suspension or termination. No other branch, subsidiary or affiliate of the Bank shall have any liability or responsibility to me with respect to the use of my Citibank ATM card and/or Citibank Debit PromptCard to conduct transactions in my account outside Thailand.

39. I/We acknowledge and agree that the Citibank Debit PromptCard that the bank has issued to the cardholder for purchase of goods and services, pay bills, withdraw cash, transfer funds, check available balance, pay for public utility costs, other costs, and apply for usage of electronic services already provided by the Bank at the present and/or those that will be provided in the future through automated teller machine (ATM) or electronic data capture (EDC) or for making payments for online purchases, whereby the debit card can be used with domestic or overseas ATMs or EDCs that are compatible with PromptCard and Mastercard only or other services that the Bank will announce from time to time.

40. I/We agree to pay card issuing fee / re-issuing fee / replacement card fee and annual fee according to the rates that the Bank has specified until I/We notify cancellation of being a cardholder or until the Bank has cancelled my card holdership, whereby I agree to let the Bank deduct these fees from my/our Savings Account that I/we have specified with the Bank. I/We will deposit money before the time that the Bank has required so that the Bank can proceed to deduct the money from the account according to this terms and conditions, whereby various fees are subject to change as the Bank will announce from time to time.

As for fee charging, I/We agree to allow the Bank charging fees at the end of 1-year period of being a cardholder, whereby I/we agree to allow the Bank deducting money from my/our Savings Account that I have specified with the Bank periodically anytime to pay for such fees until the Bank has received the complete fee amount. In case the Savings Account does not have deposit or withdrawal over 1 year or does not have available balance, my/our debit card will not yet be cancelled, but I/We will not be able to perform transactions related to the card until I/We have contacted the Bank to process such Savings Account.

41. I/We cannot use the Citibank Debit PromptCard to purchase for goods and services by informing my card number through spoken word or written word at retailers or card terminals.

42. As for making payments for goods and/or services by using the Citibank Debit PromptCard, I/We are able to use the card instead of cash when making purchases of goods and/or services at retailers, online channels, or any other method that the Bank has specified and within the given credit limit, whereby the Bank has specified and/or I/we have specified by myself/ourselves only. The Bank's system will proceed to deduct money from my/our savings account immediately. In case that the available balance in the Savings Account is not sufficient to pay the price of the goods and/or services, I/we agree and admit that the system will decline such transaction immediately.

43. I/We acknowledge that in case that I/We use the Citibank Debit PromptCard to withdraw cash from ATMs overseas, the cash withdrawn overseas in specific currencies will not be more than the amount that is specified by the ATM-owner bank, and such withdrawn cash will be converted into Thai baht currency by using the currency exchange rate that the Bank or Mastercard has stated on the date of such withdrawal.

I/We acknowledge that for withdrawals at Non-Citibank ATM in a foreign country, I/we may be charged with fees from the bank that owns the ATM, depending on the terms and conditions of such bank or the regulations in such countries. The aforementioned fees may or may not appear at the ATM's monitor when I/we do the transaction, and the fees may be applied before or after the transaction. Such fees will appear in my/our bank statement. Fees may be charged in foreign currencies, and there may also be fees related to currency conversion into Thai baht. I/We need to study the laws and regulations about banking services by studying from websites of countries I/we have to travel to or by speaking to such bank's officers. The Bank has no power over any fee that is conducted by other banks.

44. I/We acknowledge and agree that in case that I/We make retail purchases of goods and/or services in foreign currency by using the Citibank Debit PromptCard, costs in such foreign currencies will be charged in Thai Baht according to the exchange rate that the Bank has been charged by Mastercard, which may be changed according to the date and time that the Bank has been actually charged. Such retail purchase costs will be paid to the Bank in Thai Baht by deducting from my Savings Account, whereby this exchange rate is subject to risk occurring from foreign currency exchange and may change as the Bank will announce from time to time.

45. I/We agree to allow the Bank to deduct money from my/our Savings Account as specified with the Bank with the amount equivalent to the price of goods and/or services that I/We purchase as payment for goods and/or services to retailers/card terminals if such retailers/card terminals charge the cost of such goods and/or services to the Bank.

46. I/We agree that I will maintain the OTP password and/or any information used for performing transaction or accessing services in a safe place and not let a third party know of, and I/we will not give or transfer Citibank Debit PromptCard or the OTP password to any third party to use in place of me/us. I/We agree that if there has been dishonesty and/or if a third party uses my Citibank Debit PromptCard or my OTP through any means that cause retailers to believe and accept such payment by Citibank Debit PromptCard instead of payment by cash, I/We agree to be responsible for such losses as if I/ We were the user of the Citibank Debit PromptCard myself/ourselves, including being responsible for the losses to the Bank or any third party who received the losses from such dishonesty.

47. In the case that I/We use the Citibank Debit PromptCard to purchase goods and/or services, if such goods is damaged or lost or I/We are not satisfied with the service provided, I/We agree that I/We do not have the right to ask the Bank to be responsible for such damages or losses of such goods and/or services, whereby it is the duty of I/We to file complaints with the seller of the goods or the provider of the services. Any complaints or disputes existing between the cardholder and the third party do not relieve me/us from the burden of making payment for such goods or services.

48. Unauthorized usage of Citibank Debit PromptCard by a third party for whatever reason, whether by accident or intent or by my/our mistake causing the Bank to make payment to the retailer or service provider due to such usage of the Citibank Debit PromptCard, I/We agree that I/We are the user of Citibank Debit PromptCard at such premises and agree to make full payment of such goods and/or services.

49. The Bank shall not be responsible in any case if any retailer does not accept the Citibank Debit PromptCard or does not allow me/us to use the Citibank Debit PromptCard at such premises.

50. To block the Citibank Debit PromptCard, in case that the Citibank Debit PromptCard is lost or stolen or by any reason, I/We must notify the Bank through spoken or written immediately. The card will be blocked within 5 minutes after notification. If the Bank does not receive such notification and any third party uses my/our card, I/We have to be responsible for the costs that occurred. In case that the Citibank Debit PromptCard is stolen, the Bank has the right to charge a card re-issuing fee at the rates that the Bank has specified.

51. To cancel the Citibank Debit PromptCard for any reason that causes such cancellation of the card, I/We agree and acknowledge that such cancellation is the cancellation of usage of Citibank Debit PromptCard only, not the cancellation of the Savings Account that is linked to such Citibank Debit PromptCard. In case the Bank has a reasonable doubt that my/our Citibank Debit PromptCard is being used by unauthorized third party for dishonest or inappropriate reason, the Bank reserves the right to cancel the Citibank Debit PromptCard immediately.

In the event that the Citibank Debit PromptCard has been cancelled by me/us, I/We shall inform the Bank verbally or in written form relating to my/our intention to cancel Citibank Debit PromptCard.

In case that the cancellation of the Citibank Debit PromptCard, I agree and acknowledge that the Bank will not return the annual fee of the old Citibank Debit PromptCard. The Bank will notify the exception of charging the fee in an announcement from time to time.

52. I/We certify that I/We will not use the Citibank Debit PromptCard to purchase goods and/or services that may be in contrary to the law or the peace and integrity of the population.

53. I/We can examine the payment transactions by the Citibank Debit PromptCard by myself/ourselves through transactions that are shown in the monthly savings account statement or other electronic services that the Bank has specified, whereby the Bank does not have to send a notification of Citibank Debit PromptCard usage to me/us. In case that I/We wish to request Savings Account balance that include details related to payment of goods and/or services, I/We will contact Citibank branches.

54. I/We agree that other than provided services specified in this terms and ocnditions, if the Bank provides any additional services to me/us, and I/we agree to use such services, I/we agree that no other evidence has to be given by me/us to the Bank, and I/We agree to be bound and responsible for such transactions.

55. The Bank reserves the right to cancel, change, and modify the terms and conditions of card usage or any other agreement related to card usage, fee rates, and service rates by notifying me/us through the Bank's website [www.citibank.co.th](http://www.citibank.co.th) or announcing at Citibank branches already. In case that the Bank has notified me/us through the aforementioned channels, it is deemed that I have acknowledged and agreed to such cancellation, changes, and modifications already.

## 8. TERMS AND CONDITIONS FOR CITIPHONE BANKING SERVICE

1. I/We, the holder (s) of accounts opened or to be opened with Citibank, N.A., Bangkok Branch, (the "Bank"). in Personal Account and/or Corporate Account, either Savings Account, Current Account, certificate of deposit, Time Deposit, or any other Credit Account and/or the Bank's Visa Card, and/or Master Card hereby covenant to the Bank that whenever there is a use of the CitiPhone Banking Service either through a CitiPhone Officer or through the use of the Telephone Personal Identification Number (T-PIN) given and notified to me/us by the Bank with an automatic voice response, by means of any transaction concerning or affecting the said accounts, I/we shall be deemed to agree to use CitiPhone Banking Services in compliance with the terms and conditions of CitiPhone Banking Services as prescribed herein and/or from time to time prescribed in the future and shall be bound by the agreement and/or terms and conditions of such accounts and services.

I/We agree and acknowledge that if I/we open any corporate accounts, I/we shall notify the Bank of the Authorized Person who will use the CitiPhone Banking service. I/We agree to be responsible for such instructions and any damages incurred by the Bank as the result of their action in compliance with such instructions from the Authorized Person. If there is the change to the nominated Authorized Person, I/we shall notify the Bank in writing of the change immediately.

2. I/We acknowledge that I/we am/are entitled to change the T-PIN given by the Bank to me/us by myself/ourselves at any time without having to notify the Bank. The change of the said T-PIN shall be valid only if I/we have fully complied with the procedures set forth by the Bank and/or telephone instructions received through CitiPhone Banking. I/We agree to deem that the changed T-PIN given to me or us by the Bank

3. I/We acknowledge that my/our personal data is confidential information and no one can access to such information without my/our consent.

4. I/We acknowledge that I/we shall keep T-PIN issued or deemed to be issued by the Bank confidentially.

5. I/We agree and accept that all instructions received by the Bank through CitiPhone Banking whether through CitiPhone Officer or the use of T-PIN shall be treated as correct and valid and the Bank's shall be obliged to comply with.

6. I/We acknowledge that if the T-PIN given to me/us by the Bank is lost or stolen. I/We must notify the Bank in writing or through CitiPhone Banking Services in order for the Bank to issue a new T-PIN for me/us the Bank deems appropriate. In such case, I/we agree to pay the fee required for the issuance of a new T-PIN to the Bank at the rate to be collected by the Bank.

7. I/We acknowledge that I/we can use CitiPhone Banking Services to obtain all services rendered by the Bank through CitiPhone Banking system 24 hours a day and 7 days a week except in case that the electronic equipment or CitiPhone Banking is damaged, defective or under repair or maintenance.

8. I/We agree and acknowledge that I/we can use T-PIN given by the bank to me/us with automatic voice response to effect fund transfer between the following accounts as provided by the bank through CitiPhone Banking.

8.1 Transfer of fund between my/our accounts opened with the Bank

8.2 Transfer of fund from any accounts which I/we have opened with the Bank for payment of utility bill and/or any other service fee that I/we am/are liable to pay. Which are divided into 2 categories:

8.2.1 Transfer of fund to the account of the payee of the service fee opened with the Bank. (“Third party accounts”).

8.2.2 Transfer of funds to the Bank’s own account to enable the Bank to transfer the funds in accordance with the Bank’s process to the receiving account of the relevant payee of the service fee.

9. I/We agree and acknowledge that any fund transfer as prescribed in Clause 8.2 and in any other case other than those prescribed in Clause 8.1 above shall be effected only if I/we have notified the Bank of my/our intention to obtain such services in the form prescribed by the Bank. I/We agree and acknowledge that the said fund transfer shall also be subject to this terms and conditions.

10. I/We agree and acknowledge that the amount to be transferred from any of my/our accounts opened with the Bank to a third party account, regardless of whether such third account is opened with the Bank or any other bank (except for the fund transfer for the purpose set out in Clause 8.2.1) shall be at least 5,000 Baht per transaction.

11. I/We agree and acknowledge that total sum to be transferred from any of my/our accounts through CitiPhone Banking per day shall not exceed the following amounts;

11.1 For Citibanking customers, the transfer of fund to any account shall not exceed 150,000 Baht.

11.2 For Citigold customers, the transfer of fund to any account shall not exceed 300,000 Baht.

12. If there is a transfer of fund through CitiPhone Banking Services, the said transfer shall become effective by the time specified below:

12.1 Cash deposit service and/or payment of service fees under Clause 8.2.1

12.1.1 If the service is used during the normal working day of the Bank up to 22.00 hours, the Bank shall transfer the funds in accordance with the Bank’s process to the receiving account of the relevant payee of the service fee on the next working day, the funds will be transferred to the relevant receiving account on the following working day.

12.1.2 If the service is used after 22.00 hours on a normal working day of the Bank or outside the normal working day, the Bank shall transfer the funds in accordance with the Bank’s process to the receiving account of the relevant payee of the service fee on the next 2 working days which the service is used and the funds will be transferred to the relevant receiving account on the following working day.

12.2 Payment of service fees under Clause 8.2.2

12.2.1 If the service is used during the normal working day of the Bank up to 22.00 hours, the Bank shall transfer the funds in accordance with the Bank’s process to the receiving account of the relevant payee of the service fee on the next working day. The funds will be transferred to the relevant receiving account on the following working day.

12.2.2 If the service is used after 22.00 hours on a normal working day of the Bank or outside the normal working day, the Bank shall transfer the funds in accordance with the Bank’s process to the receiving account of the relevant payee of the service fee on the next 2 working days which the service is used and the funds will be transferred to the relevant receiving account on the following working day.

12.3 Payment of debt arising from the use of credit card.

12.3.1 If the service is made use of within the normal working day of the Bank until 22.00 hours, the Bank shall deem that the payment of debt arising from the use of credit card according to my/our instruction is made on the date which the service is made use of. Credit balance will be effect on the next working day.

12.3.2 If the service is made use of after 22.00 hours of the normal working day of the Bank or outside the normal working day, the Bank shall deem that the payment of debt arising from the use of credit card is made on the first working day following the date which the service is made use of. Credit balance will be in of effect on the next working day.

#### 12.4 Repayment of loan

12.4.1 If the service is made use of within the normal working day of the Bank until 22.00 hours, the Bank shall deem that the repayment of loan according to my/our instruction is made on the date which the service is made use of.

12.4.2 If the service is made use of after 22.00 hours of the normal working day of the Bank or outside the normal working day, the Bank shall deem that the repayment of loan is made on the first working day following the date which the service is made use of.

13. In making use of the services concerning a transfer of fund through CitiPhone Banking Services as specified in Clause 8 and 9 hereabove, I/we agree and accept that the Bank shall be entitled to debit from my/our account the transferred amount on the date which the service is made use of, even if such transferring services is made use of outside the normal working day and normal working hour of the Bank. Nevertheless, if the transfer of fund occurs after 22.00 hours; I/we acknowledge that the Bank may deem that such transfer is made on the following working day and the Bank may at its sole discretion, debit the said amount from my/our account in such following day.

14. I/We acknowledge that the Bank shall apply normal commercial banking procedures to transfer fund through CitiPhone Banking which means that the amount to be transferred shall not exceed the balance of my/our account. In case that the Bank allows the transfer of money from the current account in accordance with the instructions made through the use of the T-PIN given to me/us by the Bank in excess of the balance of my/our account for whatever reasons, I/we agree that the amount transferred in excess of the balance of my/our account shall be an overdraft borrowing made by me/us and I/we agree to repay to the Bank the said amount with interest without any delay and within the time specified by the Bank. I/We further agree that the interest on the said amount shall be the highest rate chargeable by the Bank on overdraft lending in the Bank's announcement in force at the date the overdraft is made and shall be calculated from such date until the date the repayment in full is made to the Bank.

15. I/We acknowledge that I/we may obtain any services provided by the Bank through CitiPhone Banking other than the services concerning banking transactions without any charge. I/We agree to pay any amount of service fees chargeable by the Bank in relation to my/our use of the Bank's services concerning the banking transactions through CitiPhone Banking at the announced or to be announced, and notified or to be notified to me/us by the Bank from time to time.

I/We acknowledge that the Bank reserves its right to amend the terms of this provision at the Bank deems appropriate without having to notify me/us in advance.

16. I/We acknowledge that I/we shall not be able to seize or stop the banking services made through instructions given through the use of T-PIN, and agree to be responsible for such instructions.

17. I/We agree and acknowledge that the Bank shall be liable to me/us in the following cases:

17.1 The Bank acts or omits to act in compliance with instruction to transfer fund resulting that I/we and/or a third party do/does not receive money from the transfer of fund through the CitiPhone Banking Services by the time specified in Clause 12 except that.

17.1.1 I/We do not have sufficient fund in the account.

17.1.2 I/We do not have any credit facility with the Bank or my/or use of credit facilities having with the Bank is suspended.

17.1.3 The transfer of fund will make the balance of the account exceeding the available credit amount which I/we have an agreement with the Bank.

17.1.4 At that time, there is any legal proceedings brought against me/us and/or any account opened by me/us with the Bank is under legal proceedings.

17.1.5 The Bank has notified me/us of the defect of the transfer of money prior to or during the time the transaction is made.

17.1.6 The error of the transfer of fund is caused by the defect or damage of the electronic equipment of CitiPhone Banking system.

CitiPhone Banking

17.1.7 I/We fail to comply with the terms and the conditions or agreements having with the Bank.

17.1.8 Force majeure.

17.2 The Bank fails to comply with the instruction to stop the transfer of fund under Clause 16 without reasonable causes and later. There is a transfer of fund through CitiPhone Banking Services.

17.3 The Bank has not yet delivered T-PIN to me/us and there is an illegal transfer of fund through CitiPhone Banking Services.

17.4 There is an illegal transfer of money through CitiPhone Banking Services which is not my/our fault.

18. I/We agree and acknowledge that I/we can use T-PIN given by the Bank to me/us with automatic voice response to affect the request of a temporary credit line increase as provided by the Bank through CitiPhone Banking Services. I/We shall be liable to the Bank for the repayment of a temporary credit line including related interest and/or fees within the expiry date of such a temporary credit line.

19. I/We acknowledge and accept that the Bank shall not be liable for any damages incurred from the Bank's acting in compliance with the instructions given through CitiPhone Banking Services unless the said damage is caused by gross negligence of the Bank.

20. I/We agree and acknowledge that any instructions given through the use of CitiPhone Banking Services either by myself/ourselves or by any other person, whether or not in bad faith, have been given with the use of my/our personal data to verify the integrity of the instructions, or with the use of a T-PIN shall be deemed to be correct and valid as if it has been performed by me/us. I/We agree to be responsible for such instructions and any damages incurred by the Bank as a result of its acting in compliance with such instructions.

21. I/We agree that I/we shall be responsible for all damages incurred by or resulting from the Bank's action in compliance with the instruction given through the use of CitiPhone Banking for any refusal to make payment under any cheque.

22. I/We acknowledge that any record, evidence or document prepared by the Bank as evidence for the use of banking services through CitiPhone Banking System shall be final and conclusive evidence against me/us and is binding to me/us of the use of the said banking services.

23. I/We acknowledge that if I/we find any error made by the use of banking services which the Bank has performed through the CitiPhone Banking, I/we shall inform of the said error together with the following details to the Bank.

23.1 Date and time the transaction occurred.

23.2 The relevant telephone number.

23.3 My/Our account number and the account of the relevant person.

23.4 Type of transactions.

23.5 Amount transferred between accounts.

23.6 Increase amount of temporary credit line.

23.7 My/Our name and contact address.

24. After the Bank has been notified of the error made by the use of the CitiPhone Banking Services according to Clause 23. If such error is made by the local use of services, the Bank shall complete the examination within 30 days from the date which the Bank has been notified and shall notify me/us of the examination within 7 days from the date the Bank has the result of the examination. In any event, the Bank shall notify me/us of the progress of the said examination within 7 days from the date which the Bank is notified of such error.

25. I/We acknowledge that if I/we wish to cancel the use of T-PIN given to me/us by the Bank with CitiPhone Banking system. I/We must notify the Bank of such cancellation in writing or through CitiPhone Banking Services. I/We acknowledge that the Bank reserves the right to cancel the T-PIN given to me/us by the Bank at any time as the Bank deems appropriate without having to notify me/us in advance.

26. I/We acknowledge that all information provided by the Bank through the use of the CitiPhone Banking is the basic information which the Bank reserves the right to amend and update at all times. Provided that the Bank shall not be liable to me/us for any defect in such information except where it arises by reason of gross negligence of the Bank.

27. I/We acknowledge and agree that the Bank reserves the right to terminate, amend, and change the terms and conditions of CitiPhone Banking as the Bank deems fit provided that the Bank notifies me/us at least 15 days in advance before such amendments or modifications is in effect. In case that such amendments or modifications is in effect. In case that such amendments or modifications cause me/us to bear more expenses or responsibilities. I/We acknowledge that I/we may terminate the use of CitiPhone Banking Services by notifying the Bank of such intention in accordance with the procedures set forth in Clause 25 above.

28. I/We acknowledge and agree that the manual and/or documents in relation to the use of the CitiPhone Banking Services provided or delivered to me/us by the Bank or to be further announced by the Bank shall be deemed an integral part of these terms and conditions.

29. All correspondences, letters and notices sent to me/us by mail to my/our latest address given to the Bank shall be deemed to have been properly delivered to me/us. Furthermore, I/we shall be obliged to immediately notify the Bank in writing.

#### 9. TERMS AND CONDITIONS FOR CITIGOLD MEMBERSHIP

In addition to General Terms and Conditions aforementioned and the terms and conditions specifically used for each kind of the accounts or services, Citigold membership shall be governed by the following terms and conditions:

1. CitiGold is a special service provided by the Bank free of charge to the customers of the Bank who maintain total deposits in all kinds of accounts with the Bank including the Bill of Exchange purchased from the Bank with a monthly average of not less than the amount prescribed by the Bank ("CitiGold Member").

2. If CitiGold Members monthly average of the total amount of all deposits in any of the accounts opened with the Bank and/or the bill of exchange is less than the amount specified by the Bank, the Bank shall have the right to deduct CitiGold membership fee at the rate announced by the Bank from time to time from my accounts in accordance with the procedure specified in the Total Relationship Banking.

3. If the total amount of deposits in all kinds of accounts opened with the Bank and/or the Bill of Exchange as specified in Clause 1 is lower than the amount specified by the Bank for CitiGold Member, the Bank is entitled to cancel CitiGold membership of the CitiGold Member without any advance notice.

4. The Bank reserves the right to amend, withdraw and cancel any or all privileges to CitiGold Member without given any advance notice and/or reason.

#### 10. TERMS AND CONDITIONS FOR TIME DEPOSIT ADVICE ("TD Advice")

In addition to the aforementioned General Terms and Conditions, and the terms and conditions specified on the back of each type of TD advice, the deposit and withdrawal made into and from the TD Advice shall be governed by the following specific terms and conditions.

1. The Bank shall calculate interest on the deposit on a daily basis throughout the deposit term of the TD Advice. The Bank will pay the interest by calculating from the day following the date of the deposit to the maturity date of the said TD Advice. The interest, if not withdrawn together with the principal amount of the TD Advice, shall be available for withdrawal one business day after its due date.

2. If I/we make the deposit with the Bank, the Bank shall issue a TD Advice to me/us. This TD Advice is only evidence of a deposit but not documentation of a right that can be sold, transferred, or used to secure any debt for a third party. If I/we extend the deposit evidenced by the TD Advice, I/we acknowledge that the Bank will not issue a new TD Advice to me/us. My/Our deposit will appear on the statement sent to me/us by the Bank.

3. I/We accept TD Advice as confirmation of a Time Deposit.

4. Stamp duty will be paid by the Bank for all TD Advice.

5. I/We shall sign the TD Withdrawal Form as evidence of the withdrawal.

6. In case I/we ask the Bank to investigate for evidence of the TD Advice, I/we shall pay the fee specified by the Bank.

7. Unless the terms and conditions on the back of the TD Advice specify otherwise, the Bank shall repay the amount stated on the TD Advice together with the interest accrued thereon to me/us on the date of maturity of the said TD Advice. If I/we do not instruct the Bank in advance before the date of maturity of the said TD Advice, it is deemed that I/we want to make a deposit for the same period of time and agree that Bank will extend the deposit for the same period. The interest rate shall be the rate specified by the Bank at the date of maturity of the deposit for the same period of time.

## 11. TERMS AND CONDITIONS OF THE US DOLLAR OR FOREIGN CURRENCY DEPOSIT

In addition to the General Terms and Conditions specified above, the US Dollar or Foreign Currency Deposit shall be subjected to the following terms and conditions.

1. I/We shall comply with the rules and regulations implemented by the Bank of Thailand involving US Dollar or Foreign Currency Deposit.
2. The Bank shall specify the minimum amount for each deposit.
3. When I/we make a deposit with the Bank, the Bank will issue Time Deposit Advice (TD Advice) to me/us. TD Advice is only evidence of a deposit but not documentation of right that can be sold, transferred or used to secure any debt of a third person.
4. In case it is necessary to apply the foreign currency exchange rate to calculate the amount of money in my/our US Dollar or Foreign Currency Deposit Account, I/we agree to the Bank to use the Bank's average foreign currency exchange rate of each month for calculation.

### Terms and Conditions for Foreign Currency Deposit for Resident Customer

In addition to the terms and conditions applicable to Savings and Time Deposit Account, the cash deposit and withdrawal in the Foreign Currency Deposit for resident customers shall be subjected to the following terms and conditions, in compliance with the Foreign Exchange Control Laws.

1. By open the Foreign Currency Deposit Account for resident customers with Citibank, I verify that on the account opening date, my total Foreign Currency Deposit amounts of all foreign currencies in all deposit product types, with all Financial Institutions in Thailand are within the limit allowed by Bank of Thailand (BOT).
  2. In the future, if the Bank is aware that I have not or fully declared all of my Foreign Currency Deposit Accounts that I have had with other Financial Institutions in Thailand and/or not declared the pertaining obligations to pay off such foreign currencies completely and accurately, which caused my total foreign currency exposures in aggregation of all foreign currencies in all accounts opened in all Financial Institutions in Thailand as the case may be to exceed the BOT's legal limits and/or not fully declared the such obligations completely or accurately as the case may be, I agree and consent the Bank to forthwith withdraw the excess from and/or close any Foreign Currency Deposit Account in order to maintain my Foreign Currency Deposit balance within the limit allowed by Bank of Thailand (BOT) according to the following guidelines;
    - 2.1 For Savings Account, the Bank will withdraw the excesses from the legal limit.
    - 2.2 For Time Deposit Account, the Bank will close the Time Deposit Account in ascending order from the TD with lowest balance to the next higher balance, until my total balance is within the legal limit.
- I consent the Bank to convert the withdrawn amount at the exchange rate of that day and deposit Thai Baht (THB) into my Savings Thai Baht Account opened together and deeming that I wish to close the said Foreign Currency Deposit Account without prior notice from the Bank.
3. The amount of the initial deposit and additional deposit shall not be less than the minimum amount the bank stipulates periodically.
  4. As my total daily foreign currency exposures in aggregation of all foreign currencies in all accounts opened in all Financial Institutions in Thailand must be within the legal limit, in the event of over-limits at any day-end due to additional funds, transfers or interest receivables, I consent the bank to immediately withdraw the money from the Deposit Account in order to maintain my Foreign Currency Deposit balance within the limit. Thereafter I consent the Bank to convert the withdrawn amount to THB at the exchange rate of that day, and deposit all THB after conversion into my Savings Thai Baht Account, which I have opened with the Bank.
  5. For the Foreign Currency Time Deposit – Without Substantiated Obligations, in the case that I do not instruct the Bank to do otherwise when my Foreign Currency Time Deposit – without substantiated obligations reaches the agreed maturity date, it shall be deemed that I fully agree and consent to the Bank renewing my principal of deposit automatically in the same product type, on the same currency, with the same maturity period, and at the interest rate as that stipulated by the Bank on the maturity date. And, I allow and consent the Bank to convert the interests thereupon such matured deposits to THB at the exchange rate of that day, and deposit all THB after conversion into my Savings Thai Baht Account, which I have opened with the Bank.
  6. For the Foreign Currency Time Deposit – With Substantiated Obligations, which the deposit period is not longer than the obligations, which are corroborated upfront the account opening, in the case that I do not instruct the Bank to do otherwise when my Foreign Currency Time Deposit – with obligation reaches the agreed maturity date, and the Bank can not reach me to get the specific instruction on my account, it shall be deemed that I fully

agree and consent to the Bank closing the account automatically. The Bank will convert the principal and earned interest to THB at the exchange rate of that day, and deposit all THB after conversion into my Savings Thai Baht Account, which I have opened with the Bank.

7. In the event that the obligations used as evidence on account opening is dismissed thereafter, I acknowledge that I am incumbent to inform the Bank on the dismissal of the previous obligation and provide substitute obligation within 30 days after I aware of the obligation dismissal in order to keep my Time Deposit Account in active status. If the Bank finds out later that the previous obligation is dismissed and I do not inform the Bank and provide substitute obligation within 30 days, I allow and consent the Bank to close the Time Deposit Account, which is opened using such dismissal obligation evident, without prior notice. The Bank will convert the principal and earned interest to THB at the exchange rate of that day, and deposit THB after conversion into my Savings Thai Baht Account, which I have opened with the Bank.

8. The deposit and withdrawal of foreign currency shall be subjected to the relating laws and procedures governing Exchange Control of Bank of Thailand. Citibank has the right to impose fee charges for any deposit or withdrawal transaction with regards to foreign currency deposit, which is determined by the Bank at any certain time.

9. If there is any future change in the law/regulation with regards to the exchange control, which may no longer allow me holding Foreign Currency Account, I allow and consent the Bank to withdraw all my Foreign Currency Account and convert to THB at the exchange rate of that day, and deposit all THB after conversion into my Savings Thai Baht Account, which I have opened with the Bank.

10. I agree to comply with any existing and future terms and conditions applicable to the Foreign Currency Deposit both for "Savings" and "Time Deposit" Account stipulated by the Bank whereby the Bank will inform about the applicability of the said terms and conditions to the Foreign Currency Deposit both for "Savings Account" and "Time Deposit Account" with the account that I have already opened and/or any account that I may additionally request or renew in the future.

11. "Resident" means "Thai customers" or "customers who obtain Thai nationality."

## 12. TERMS AND CONDITIONS FOR LEASE OF SAFE DEPOSIT BOX

The lease of a safe deposit box located in the safe deposit room of the Bank (to be referred to as the "Safe Deposit Box") shall be subjected to the following terms and conditions.

1. Every lease of a Safe Deposit Box will be for a period of one year from the date on which the Lessee agrees to lease the Safe Deposit Box from the Bank. After the expiry of the term of the lease if the Lessee does not notify the Bank at two months prior to the expiry of the term of the lease indicating the Lessee's intention to terminate or to discontinue the lease, it will be deemed that the Lessee agrees to lease the Safe Deposit Box for another one year. The Bank reserves its right to adjust the rate of the rental as it deems appropriate. The Lessee must make a yearly advance payment for the lease to the Bank no later than the expiry of the term of the lease of each year. During the lease term, either party may terminate the lease of the Safe Deposit Box by giving to the other party at least a two-month notice. It is deemed that the lease of the Safe Deposit Box will expire on the last date specified in the notice which must be at least two months from the date of the notice. In the event that the Lessee terminates the lease, the Lessee must deliver all the keys to the Bank on the date on which the lease of the Safe Deposit Box is terminated and the Bank will not refund any lease payment paid for the use of the Safe Deposit Box in proportion to the remaining term of the lease.

2. The Bank has the right to change the rate of the rental of the Safe Deposit Box without giving advance notice to the Lessee by issuing an announcement of the new lease rate and effective date of the new rate which will be announced at the office of the Bank or by any mean.

3. On the date on which the Lessee agrees to lease the Safe Deposit Box from the Bank the Lessee agrees to make a deposit payment for the key to the Safe Deposit Box in the amount prescribed by the Bank. After the expiry of the lease term and the Lessee does not have any further responsibility to the Bank, the Bank will refund the deposit to the Lessee. However, the Bank has the right to deduct from the deposits any damages or unpaid fees without giving advance notice to the Lessee.

4. There are one control key and one special key for each Safe Deposit Box. Each Safe Deposit Box can only be opened by applying these two keys at the same time. The Bank will keep the control key and the Lessee will keep the special key.

5. On the date which the Lessee agrees to lease the Safe Deposit Box from the Bank, the Lessee will obtain two special keys from the Bank for the Safe Deposit Box leased. The Lessee must not make another copy of the special key. If a special key is lost or damaged, the Lessee must immediately notify the Bank, The Lessee agrees that the Bank may confiscate the deposit for the key and agrees to be responsible for any expenses which may be

incurred in connection with the opening, destruction and repair of the Safe Deposit Box and for making a new set of special and control keys. The Bank will not be responsible for any damage incurred to any of the property in the Safe Deposit Box prior to the time the Lessee notifies the Bank of the loss of the key nor for any person having wrongfully used the lost key to open the Safe Deposit Box which the Lessee leased from the Bank. After the lease is terminated, the Lessee must return the special keys to the Bank in good condition.

6. On the date on which the Lessee agrees to lease the Safe Deposit Box, the Lessee must provide the Bank with a specimen signature of the Lessee in the form prescribed by the Bank for the Bank to verify the authenticity of the person who opens and uses the Safe Deposit Box, and a copy of the minutes of the board of director's meeting authorizing such person to open and use the Safe Deposit Box, including an affidavit of the juristic person certified true and correct by an authorized person of such juristic person. In the event that there is any change in the entity of the person who is authorized to open and use the Safe Deposit Box, the Lessee must fill in an application indicating such change, sign and deliver such application form to the Bank together with a copy of the minutes of the board of director's meeting and affidavit (in the event the Lessee is a juristic person) certified true and correct by an authorized person of such juristic person. The Bank will not be responsible for any opening of the Safe Deposit Box by a person who has not been authorized by the Lessee prior to the notification of such change.

7. The Lessee may, by using the form prescribed by the Bank, authorize any person (to be referred to as the "Attorney") to open and use the Safe Deposit Box as if he were the Lessee. The Lessee must deliver the power of attorney to the Bank for verification of its authenticity. The Bank will not be responsible for any acts or any omissions of Attorneys or nor for any losses or damages incurred by the Bank as result of any use of a counterfeit seal of the Lessee or any unauthorized use of the seal of the Lessee or a disguised person to open and use the Safe Deposit Box. The Lessee agrees to reimburse any damages incurred by the Bank as a result of any unauthorized act or any wrongful act of the Attorney.

8. The Lessee may apply to open the Safe Deposit Box during the banking hours of the Bank by signing the application form prescribed by the Bank. If the signature in the application form is consistent with the signature given to the Bank in accordance with Clause 6, the Lessee will be allowed to enter into the safe deposit room together with an officer of the Bank. The Lessee and the officer of the Bank will jointly open the Safe Deposit Box. In case of emergency, the Bank may request the Lessee to leave the safe deposit room immediately and the Bank has the right to close the safe deposit room for an indefinite period of time.

The Lessee is a sole responsible person during the opening or the closing of the Safe Deposit Box with regard to the storage or retrieval of any property. The Bank will not have any responsibility during such time. In addition, the Bank will not be responsible to the Lessee or any other person as result of or in connection with the opening or the closing of the safe deposit room, the verification of the signature or the seal or the fact that officer of the Bank accompanied the Lessee to open the Safe Deposit Box, or any other event relating to the lease of the Safe Deposit Box under the terms and conditions of the lease of the Safe Deposit Box.

9. The Bank has the right to prevent the Lessee from opening the Safe Deposit Box in the following events, and the Bank will not be responsible for any damage incurred from such prevention:

- (1) when the Bank has any doubt with regard to the signature shown in the application form to open the Safe Deposit Box;
- (2) when the Lessee fails to make payment for the lease or for any other fee; or
- (3) when the Bank has to prevent any opening of the Safe Deposit Box due to an emergency for safety purposes.

10. If the Lessee dies, disappears or becomes incompetent, quasi incompetent or bankrupt, the Lessee agrees that lease is immediately terminated, and the Bank agrees to allow the Lessee's administrator, executor, guardian, curator and receiver, as the case may be, whose name appears in the court order and who holds the special keys which the Bank gave the Lessee on the date on which the Lessee agreed to lease this Safe Deposit Box, to open the Safe Deposit Box and retrieve all belongings from the Safe Deposit Box. If the Safe Deposit Box is leased by more than one Lessees and one of the Lessees dies, disappears or is incompetent, quasi incompetent or bankrupt, the Lessees agree that this lease is immediately terminated and that the Bank has right not to allow any other Lessees to open the Safe Deposit Box. If the administrator, executor, guardian, curator or receiver of the Lessee who dies, disappears or is incompetent, quasi incompetent or bankrupt, and whose name appears in the court order, and other Lessees jointly present to the Bank the special keys together with the court order and with a request to open and to retrieve all the property from the Safe Deposit Box, or other Lessees prove satisfactorily to the Bank that he/they is/are authorized to open or retrieve the property from the Safe Deposit Box without affecting the right of the Bank, and the said person(s) represent that the Bank will have no responsibility with regard to the Bank's authorization to open or retrieve the property from such Safe Deposit Box, then the Bank will allow such person(s) to open and remove all deposited property from the Safe Deposit Box.

If the lease is terminated under paragraph one or paragraph two, the Bank will not be obliged to return to Lessee the lease payment paid in advance.

11. If the Safe Deposit Box is leased by several Lessees, all the Lessees are deemed to be joint Lessees and the terms and conditions of lease shall apply to all the Lessees as if they were joint debtors and joint creditors.

12. The Lessee must not use the Safe Deposit Box or allow the Safe Deposit Box to be used to store any liquid, any explosives, any illegal or hazardous objects, or any other material which may be a danger to, or interfere irritate other persons. Upon a request of the Bank at anytime, the Lessee must permit the Bank to inspect the property deposited in the Safe Deposit Box to ensure that all the terms and conditions of the lease are duly complied with.

If the Bank is damaged or liable to other person as a result of any breach of the terms and conditions of the lease, the Lessee shall be responsible for the full amount in damages incurred by the Bank as a result of the breach.

13. The Lessee must not either in whole or in part sublease or assign the right to lease the Safe Deposit Box to any person nor permit any person other than the Attorney referred to in Clause 7 to use either in whole or in part of the Safe Deposit Box unless prior written consent of the Bank is given.

14. The Bank is the sole person who can repair or change all the locks and keys of the Safe Deposit Box. If the repair or change of the lock or key occurs as a result of the Lessee's mistake, which is not due to ordinary use, then Lessee will be responsible for all expenses relating to the repair or the changing of the locks and keys.

15. The Bank is not responsible for any loss or damage incurred to the Lessee's property stored in the Safe Deposit Box.

16. The Bank is not obliged to have property stored in the Safe Deposit Box insured, but if the Bank arranges for insurance of the property, the Lessee will be obliged to pay for all insurance premium and expenses which will from time to time be notified by the Bank.

17. If the Lessee breaches any provision or condition relating to the lease of the Safe Deposit Box or defaults in making payment for the lease, the Bank will notify the Lessee in writing such breach of provision, condition or default. If the Lessee does not rectify it within 10 (ten) days from the date on which the Bank has delivered notice to the Lessee, the Bank has a right to terminate this lease immediately and to claim for all damages which have been or may be, incurred as a result of the Lessee's breach or default, including to confiscate all of the deposit referred to in Clause 3 and the Lessee will not be entitled to claim against the Bank.

18. If the Bank terminates the lease of the Safe Deposit Box prior to the expiration of the term of the lease other than under Clause 17, by giving at lease a two-month advance written notice to the Lessee, then the Bank will refund the lease payment to the Lessee in proportion to the remaining term of the lease.

19. If any of the following events occurs, the Lessee must ask to open the Safe Deposit Box, retrieve all the property from the Safe Deposit Box, return the keys to the Bank and receive the balance of the deposit given to the Bank under Clause 3 after deduction of any expenses or damages within the time prescribed by the Bank:

- 1) if the Lessee fails to pay the lease payment for renewal of the lease upon the expiration of the term of the lease;
- 2) if the Lessee notifies the Bank in writing to terminate the lease prior to the expiration of the term of the lease; or
- 3) if the Lessee is given a lease termination notice by the Bank prior to the expiration of the term of the lease.

20. If the Lessee fails to comply with Clause 19, and the Bank has notified the Lessee in writing and advertised the notice in at least two local newspapers for a period of three days requiring that the Lessee comply with Clause 19 within three months from the date of the advertisement but the Lessee still fails to comply, then the Bank is entitled to open or destroy the Safe Deposit Box after the expiration of such three-month period and arrange for the property stored in the Safe Deposit Box to be sealed in the presence of the Bank's officer or lawyer appointed by the Bank to prepare a list of the property stored in the Safe Deposit Box. Such property sealed shall be stored in the place the Bank deems appropriate for returning to the Lessee after the Lessee has duly paid the outstanding of the lease payment, all expenses incurred in connection with the repair or change of lock and/or key and a storage fee which will be at the rate specified by the Bank from time to time. The storage fee shall be calculated from the date on which such property was stored under this Clause until the date on which the Lessee accepts the delivery of such properties. If the Lessee does not contact the Bank to receive the property which has been sealed within two months from the date on which the Bank has opened or destroyed the Safe Deposit Box, for whatever reason, then the Bank will have a right to pick up for auction the property which was sealed and stored and apply the proceeds obtained from the auction after deduction of auction expenses, any the outstanding amount of the lease payment, the storage fee and all expenses incurred in connection with the repair or change of the

lock and/or key. If there is any sum remaining after such payments, the Bank will deposit it in a non-interest bearing account and will return it to the Lessee after the Bank has been contacted by the Lessee to receive such amount. The Lessee acknowledges and agrees that the Bank can deduct from such remaining sum the Bank's fees at the rate to be prescribed by the Bank from time to time. The Bank's fee shall be calculated from the date on which the Bank deposits such sum in the non-interest bearing account and until such sum is used in full. If the proceeds obtained from the auction are insufficient to pay for any expenses or fees referred to above, then the Lessee is obliged to pay the balance. In both cases, the Lessee agrees not to claim for any damages or other sums from the Bank.

21. The Lessee agrees that the Lessee will not claim any damages nor exercise any right to claim against the Bank with regard to any step taken by the Bank pursuant to Clause 20.

22. The Bank is not responsible to the Lessee as a result of any damage or destruction of the Safe Deposit Box or of the property stored in the Safe Deposit Box or of the property which has been sealed and stored in a place which the Bank deems appropriate due to natural disaster, war, insurrection, riots or any force majeure event.

### 13. GENERAL TERMS AND CONDITIONS

In addition to the Terms and Conditions specifically used for each kind of account and service of the Bank, I/we consent to comply with the following general terms and conditions:

#### 1. Right of Set-off

In case that I/we have any outstanding debt payable to the Bank, the Bank, without prior notice to me/us, shall be entitled to forthwith deduct or transfer from any and/or all of my/our accounts the amount which I/we am/are in arrear to the Bank to set-off what is owed to the Bank and the bank will send notification in written 7 business days in advance.

#### 2. Expenses

I/We shall be responsible for payment of stamp duty, fees and any other expenses related to my/our accounts opened with the Bank, or from any service rendered by the Bank pursuant to my/our instruction at the rates charged and informed from time to time by the Bank, including expenses incurred from the preparation of documents relating to the use of the accounts and/or service of the Bank. The Bank may advance the said amount and deduct the same from my/our accounts or deduct directly from my/our accounts.

#### 3. Sending Documents and Change Address

(a) I/We agree and consent the Bank to ask, collect, combine, change, correct, add, update and/or do anything as the Bank deems appropriate with my/our data and/or information to be present, including but not limited to, update my address, working place, occupation, income based upon the written reasonable source that comes to acknowledgment of the Bank in whatsoever reason even my/our account, with the Bank has been closed or terminated.

(b) All correspondence, letters and notices sent to me/us by mail to my/our latest address given to the Bank or faxed to my/our latest fax number given to the Bank shall be deemed to have been properly delivered to me/us. In the case of faxing documents, the Bank may send the original document by mail or not do so, as the Bank decides.

(c) I/We shall immediately notify the Bank in writing (either by mail or fax) or through CitiPhone Banking of any change in my/our address, telephone number or the fax number.

(d) In case that the Bank is obliged to send me/us a statement of any account which I/we have opened with the Bank or any document and if the Bank has sent the said statement or document by a mail to me/us at my/our latest address given to the Bank and there is no acceptance of such statement or document for three consecutive times, I/we acknowledge and agree that the Bank's obligation to send the said statement or document to me/us shall be suspended until the Bank is notified by me/us of change in my/our address. In such case, the Bank shall not be responsible to me/us for any damage which may be incurred by me/us from my/our non-receipt of such statement or document.

(e) In case I/we contact the Bank by fax and sign the document with the signature given to the Bank, I/we consent to the Bank believing the faxed instruction as if the faxed message were the same as the original of the document and the Bank shall not be liable for any damage incurred pursuant to the Bank believing the faxed message and acting on the instruction in good faith.

#### 4. Document Holding Service

If I/we wish to obtain the document holding service for documents concerning my/our accounts or Bank's services and the Bank agrees to provide this service to me/us, the Bank shall have the right to open and manage all documents relating to my/our accounts Bank's services. The Bank shall hold and keep the said documents for a period not exceeding 6 (six) months. Thereafter, the Bank shall send the documents to me/us by regular mail at the address given to the Bank. I/We agree that I/we shall not hold the Bank to be responsible for any damages or claim against the Bank for any damages incurred from the Bank's rendering this service to me/us and I/we shall hold the Bank's harmless and indemnify the Bank for all damages incurred to the Bank from the Bank's document holding service provided to me/us and I/we shall pay the fee at the rate specified by the Bank from time to time.

#### 5. Waivers

At anytime at the Bank's sole discretion, the Bank may waive its right to demand me/us to comply with the terms and conditions for all accounts or services provided by the Bank. The said waiver shall not affect the right of the Bank to demand my/our compliance with any the terms and conditions at anytime thereafter.

#### 6. Amendments

The Bank shall, at anytime, have the right to terminate, amend, modify or alter the terms and conditions for all accounts or services provided by the Bank including the provision relating to the interest rate. I/We shall agree to comply with the amended or modified terms and conditions immediately after the same is post at the office of the Bank without any objection.

#### 7. Restricted Liability

(a) I/We consent to the Bank to deduct tax from the interest on deposits and the Bank is not responsible to me/us and is not required to indemnify me/us if the value of the funds credited to my/our account is diminished. I/We will not claim against the Bank or hold the Bank liable for damages if the funds in my/our deposit account are seized or attached by a court order or any other governmental order.

(b) The Bank shall not be responsible for any loss or damage incurred by me/us as a result of government order, laws, taxes, orders made under the Exchange Control Law, or any other cause beyond the control of the Bank.

(c) I/We shall make withdrawal and/or exercise my/our right over the Bank's obligation to me/us under these terms and conditions only from and against Citibank, N.A., Bangkok Branch. I/We hereby waive the right to claim against the head office and/or other branches including its subsidiaries or affiliates.

(d) These withdrawals and other obligations are payable solely at Citibank, N.A., Bangkok Branch and are subject to the laws of Thailand (which include statutes, government orders, royal decrees and rules and regulations).

I/We acknowledge that Citibank, N.A., Bangkok Branch, shall not be liable for an unavailability of the funds credited to any of my/our accounts or under any bill or other instrument (which the Bank is liable) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstances no other branches, subsidiaries or affiliates of Citibank, N.A., shall be responsible therefore.

(e) I/We acknowledge that the Bank is entitled to disclose information concerning my/our accounts and the use of any other services of the Bank to the authorities when so requested by the authorities.

#### (f) Consolidated Statement

1. For joint account, only the primary account will be shown on the statement.
2. The consolidated statement will only be sent to address of the primary account.

#### 8. Documents and Manuals Concerning Accounts and Services

(a) I/We acknowledge and agree to accept that any manuals and documents in relation to the use of Bank's accounts and services provided to me/us by the Bank, or to be further announced by the Bank in the future, are an integral part of these terms and conditions.

(b) I/We acknowledge that the Bank is entitled to change, improve or cancel these services in full or in part as the Bank deems fit. And consent thereto. Please note that information enclosed in this booklet may be subjected to changes and the bank will send notification in written and/or at bank customer touch points such as bank branch and/or bank web site at least 30 days in advance.

(c) I/We acknowledge that the Bank is entitled to change, improve or cancel these services in full or in part as the Bank deems fit in a case of bank found fraud suspicious activity or any suspicious activity that is not under bank terms and conditions.

#### 9. Governing Law and Jurisdiction

The terms and conditions for all accounts and/or services provided, regardless of the currency, shall be governed by the laws of Thailand. If there is any claim arising under these terms and conditions, I/we shall proceed with legal action only in the jurisdiction of the Civil Court in Thailand. The Bank however, shall have the right to bring a lawsuit against me/us in any jurisdiction of any country.

#### **Note:**

- 1) The account-holder and/or recipient of any services opened by the Bank shall be entitled to receive one copy of these Terms and Conditions.
- 2) All questions that may arise within or without courts of law in regard to the meaning of the words, provisions and stipulations of this Agreement shall be decided in accordance with the Thai text.