



Advice, Conditions and Manual of Account Link (the "Service")

The Applicant whose name appears herein and has affixed the signature in this application ("the Applicant") agrees to use Account Link with KASIKORNBANK PCL. ("KBank"), as follows:

Advice, Conditions and Manual for General Service

1. Criteria and conditions

1.1 After the Applicant completes the registration/application of the Service per the processes required by KBank, KBank shall notify the Applicant of the registration/application result and schedule the effective date of the Service via the channels determined by KBank.

1.2 The Applicant is required to contact the K-BIZ Contact Center, Tel. 02-8888822, 24 hours daily, or at any KBank branch, during the business days and hours of KBank, to proceed with the following, in compliance with KBank's established processes:

- Change details of the Applicant, Service and/or any bank account linked with the Service.
- Notify to temporarily hold the use of Services.
- Unhold the Services and/or terminate the use of Service.

1.3 The Applicant may view record of payment transactions for goods/services and/or funds transfer retroactively. The Applicant will receive the Transaction Evidence of payment transactions for goods/services and/or funds transfer data through channels determined by KBank.

"Transaction Evidence" means transaction record, invoice for goods/services, funds transfer advice, statement and any other evidence generated by computer or any other data storage media, or any other evidence to be determined by the Bank of Thailand in the future.

1.4 In case where the deposit account specified in the application belongs to a third party (hereinafter referred to as the "Account Owner"), the Applicant must proceed according to the following conditions:

1.4.1 The Applicant shall arrange for the Account Owner to sign his/her signature in a letter of consent, per KBank's established format, to authorize KBank to debit the account for transactions of the Applicant, and for payment of fees/ service fees/ expenses/ penalty fees/ taxes arising from the use of Service. Such consent shall not be revoked or withdrawn before the termination of the Service.

1.4.2 The Applicant agrees to arrange for the Account Owner's maintenance of the deposit account balance to be at least equal to the amount to be debited by KBank.

1.4.3 In case the Account Owner has canceled or revoked the consent and/or instruction for account debiting that causes KBank cannot debit the deposit account of the Account Owner, the Applicant shall not be able to execute such transaction. The Applicant shall be responsible for negotiating with the Account Owner toward payments of debts and/or liabilities that the Applicant and the Account Owner have toward one another, and/or toward further transactions of the Applicant.

However, in case where there is the delay to notify by the Applicant or the Account Owner to KBank of the cancellation or revocation per the above paragraph and KBank is unable to update the information on KBank's work system on time, for whatever reason, and if KBank has received any instruction or information from the Applicant, and has proceeded the transaction with the deposit account of the Account Owner in whatever manner, the Applicant agrees that KBank's act is duly undertaken and the Applicant shall be directly responsible to the Account Owner.

1.5 The Applicant authorizes and consents KBank to debit the Applicant's deposit account specified in the Application Form and/or any other deposit account the Applicant holds with KBank to allow KBank to conduct transactions and/or undertake operations per the terms and conditions of this Service without prior notice. KBank shall send evidence for account debit to the Applicant for acknowledgement.

1.6 The Applicant agrees that KBank and the Applicant shall be subject to laws, rules, regulations, orders, handbooks,

requests for cooperation and/or any requirement of the Bank of Thailand, court of law, regulatory and supervisory agencies (as the case may be) at present and/or in the future (collectively referred to as "Related Law and Regulations"). Therefore, whenever there is any change in Related Law and Regulations, the Applicant agrees to comply with the Related Law and Regulations without delay, of which KBank shall inform to the Applicant. If the Applicant fails to comply therewith and non-compliance has resulted in fines, damage fees and/or other expenses collected from KBank, the Applicant agrees to be immediately responsible for such fines, damage fees and/or expenses in the amount equal thereto.

1.7 The Applicant hereby authorizes KBank to debit the deposit account of any type that the Applicant holds with KBank or the sum under the possession, care and/or authority of KBank, regardless of how KBank has obtained such deposit, possession, care and/or authority, for payment of debt and/or liabilities of the Applicant immediately, without prior notice. KBank shall send evidence for account debit to the Applicant for acknowledgement.

1.8 If the Applicant changes the deposit account specified in this application, any time and for whatever reason, the terms and conditions herein shall be fully applied to the new deposit account.

1.9 If KBank cannot debit the deposit account specified in the application to perform the operations per the procedures of the terms and conditions and/or for payment of debt and/or to settle liability of the Applicant under this Agreement, the Applicant will not be able to execute transaction in such a case.

1.10 KBank shall not be liable for any damage caused by the Applicant's service equipment or tool or mobile phone network error or internet system malfunction.

1.11 The Applicant certifies that any documents, data or details that have been delivered to KBank in any format, either by the Applicant or the Applicant's assignee, are complete, true and up-to-date, and they can be used by KBank to provide the Services and for updating KBank's system. The Applicant has the right and legal authority to use the Service and conduct any transaction related to this Service. If any loss incurred from the fact that the documents, data or details are incomplete, inaccurate or not up-to-date, or that the Applicant has no right or legal authority to use the Service or conduct any transaction related to the Service, the Applicant agrees to be solely responsible for said loss and/or damages which may incur.

1.12 If the Applicant wishes to change the information and/or any detail, the Applicant shall inform KBank in writing, per the format specified by KBank, at least 30 days in advance.

1.13 Unless KBank has stated otherwise, if the Applicant finds any error from operations related to the Services, or if there is any cause for temporarily withholding operations related to the Services under the terms and conditions, either entirely or partially, or if such suspension is rescinded, the Applicant may call the K-BIZ Contact Center at 02-8888822 or any other number provided by KBank to inform related information, such as the subject matter, date, time, persons involved, funds amount, nature of transactions and other information as requested by KBank. After the Applicant has completely undertaken operations per procedures specified by KBank, KBank will perform related operations such as examining/rectifying errors, withholding operations and rescinding suspended operations within the period informed to the Applicant. The Applicant shall remain responsible for the operations and transactions that have been conducted before the specified period. KBank reserves the right to deny any request which is contrary to related law and regulations.

1.14 The Applicant may use the Service at the maximum number of times and amount determined by KBank and/or within the service limit of the destination bank. KBank shall debit the funds from the deposit account according to the amount and fees/service charges/expenses/penalty fees/taxes and duties (if any) per the agreement entered into by the Applicant with KBank. The amount will be transferred to the recipient's account on the effective date as specified by the destination bank of each recipient.

1.15 If there is any error in the account debit from and/or funds transfer to the Applicant's deposit account specified in this application, and the error is not caused by KBank, the Applicant agrees to directly undertake examination and claim the amount from, or reimburse the sum to, the counterparty. If the Applicant has any defense and/or rights to claim, the Applicant will directly and separately take an action with the counterparty.

1.16 In case of force majeure or any other causes that prevent KBank from providing the Service, the Applicant agrees that it

shall be at KBank's discretion to provide the Service or take any action as it deems appropriate; the Applicant agrees to fully cooperate with KBank to improve the Service of KBank to facilitate convenience of the Applicant in using the Service under the terms and conditions upon request.

1.17 The Applicant agrees that KBank may transfer the rights and/or benefits and/or duties, either in whole or in part, under the conditions of this Service to any individual and/or financial institution, as KBank deems appropriate, without any consent from the Applicant, but with notice given to the Applicant. Nonetheless, the Applicant cannot transfer the rights and/or benefits and/or duties, either wholly or partly, under the conditions of this service to any individual and/or financial institution, unless a prior written consent is given by KBank.

1.18 Any delays or exemptions in exercising KBank rights under the law or these terms and conditions, including handbooks and KBank's IVR system, shall not be regarded as KBank's waiver such rights or as KBank's giving the Applicant consent to perform any act.

1.19 Any letter, notice, or information which KBank has sent to the Applicant per the Channel for Receiving Information specified in the application, whether by hand or by postal mail, either registered or unregistered, or email or short message service (SMS) or other channels for receiving information, shall be deemed as having been rightfully sent to the Applicant, regardless of whether or not such a letter, notice or information is received or it cannot be delivered for whatever reason. If there is any relocation or demolition of, or change in the Channel for Receiving Information, the Applicant shall immediately inform KBank thereof in writing.

The "Channel for Receiving Information" means an email address, mobile phone number and/or services/other channels that the Applicant has earlier agreed upon with KBank.

1.20 If the specific terms and conditions of any service do not specifically include details of any issue, the general terms and conditions shall be applied. If the specific terms and conditions of any service are contradictory to the general terms and conditions, the specific terms and conditions shall prevail and be regarded as an integral part of the terms and conditions. Nonetheless, if neither the general terms and conditions nor specific terms and conditions are found to be clear, the Applicant agrees to comply with KBank's decisions in all respects.

1.21 If any item of the terms and conditions of this Service become void, illegitimate, invalid or unenforceable, the other remaining terms and conditions shall remain legally valid and enforceable and shall not be affected by voidability, illegitimacy, invalidity or unenforceability of such item.

1.22 The terms and conditions of this Service shall be governed by and construed in accordance with Thai law, and the court of competent jurisdiction in Thailand will have exclusive jurisdiction in case of dispute.

1.23 The terms and conditions of this Service shall be an integral part of this application.

2. Fees/Service Fees/Expenses/Penalty Fees/Taxes and Duties

2.1 The Applicant agrees to pay remuneration for using the service regardless of whether it is called a fee, service charge or any other name of fee or charge for the Service, to KBank within the due date for payment of respective remuneration.

2.2 The Applicant agrees to be solely responsible for the costs, taxes, duties and any expenses related to the Service (if any). If KBank has to make advance payments for the costs, taxes, duties and/or such expenses mentioned in the preceding paragraph on behalf of the Applicant (if any), the Applicant agrees to repay them to KBank immediately.

3. Change in Conditions of Service Usage

3.1 If the change in conditions of Service usage causes the Applicant to incur more burden or risk, such a change shall require prior consent from the Applicant.

3.2 If other conditions are to be changed, the Applicant agrees to authorize KBank to make the change as it deems appropriate. If the change affects the Applicant's use of the Service (such as adjustment of service fees to reflect rising costs, change to service channels, change to due date), KBank shall expressly communicate, or give notice of, material information of the change to the Applicant at least 30 days in advance or within the period required by law.

3.3 If KBank is required by law and/or rules and regulations to proceed with change in other specific conditions, the Applicant agrees to authorize KBank to act in compliance with the law and/or rules and regulations.

4. Termination of Service and Result of Termination

4.1 The Applicant agrees that KBank is entitled to suspend and/or terminate the Service, whether in whole or in part, or for any particular Applicant, at any time, and KBank will give prior notice to the Applicant. Except for the following circumstance, the Applicant agrees that KBank can **immediately** suspend and/or terminate the Service, whether in whole or in part, as KBank deems appropriate, without advance notification. The Applicant agrees that KBank will not be held responsible for any damages caused by the following actions:

4.1.1 If the information, detail, representation or confirmation provided by the Applicant is inaccurate, untruthful, or may cause material misunderstanding.

4.1.2 If there are grounds to believe that information and/or details provided by the Applicant to KBank to undertake operations per the application, or the use of the Service by the Applicant, may cause negative impacts or affect the rights of KBank or of a third party, or the intention thereof may be unlawful, detrimental to public order and morality, or may cause KBank to breach any laws and related regulations or may have an impact on KBank's image.

4.1.3 The Applicant has breached any item of the terms and conditions including a failure to pay fees/ service fees/expenses/penalty fees/taxes and duties.

4.1.4 There is or there may be a circumstance that makes KBank believe that it may affect the Applicant's business operations or debt servicing ability, including but not limited to the fact that the Applicant has ceased the business operation, the Applicant's registration has been revoked or the Applicant's business is suspended or liquidated.

4.1.5 KBank cannot deduct funds to proceed with the transactions in accordance with the application and these terms and conditions.

4.1.6 KBank shall comply with related law and regulations.

4.2 In case the Applicant wishes to terminate any or all of the Services under these terms and conditions, the Applicant shall inform KBank in writing at least 30 (thirty) days in advance via KBank channels, and shall follow the procedures of KBank. KBank shall proceed to quickly terminate the Service as desired by the Applicant within 30 (thirty) days from the date KBank fully received written notification and related documents to terminate the Service from the Applicant and the termination will be effective after KBank informs the Applicant.

4.3 The termination of the terms and conditions of this Service, for whatever reason, shall not abrogate the Applicant's outstanding obligations under the terms and conditions. The Applicant shall be bound by the terms and conditions until all such obligations are completely fulfilled.

Advice, Conditions and Manual of Account Link

The Account Link service is intended to offer the Applicant convenience in automatically transferring funds. The Applicant agrees to authorize KBank to automatically transfer funds from the Applicant's deposit account (" sending account") to another account ("receiving account"), as follows:

1. The Applicant can use the service every day, with an unlimited number of funds transfer transactions and amount allowed or per the agreement entered into with KBank.

2. The Applicant agrees to authorize KBank to debit and transfer funds from the Applicant's sending account to receiving account (OD Linkage), as follows:

2.1. During the day, if it has been found that a cheque has been rightfully paid from the current account (receiving account) or there is a debit or collection of a bill, document and/or financial instrument from the receiving account, but there is an insufficient balance in the receiving account for the payment, debit, withdrawal or payment for respective collections, the Applicant agrees to authorize KBank to automatically debit and/or transfer funds from the savings/current account (sending account) to the receiving account at the amount equal to the shortfall in the receiving account for the payment, debit, withdrawal or payment for respective collections or per the conditions agreed with KBank. This is to prevent the balance in the receiving account from turning into a debit balance or to ensure that the balance is the least negative.

2.2. At the end of every business day of KBank, if a balance in the Applicant's current account (receiving account) shows a debit balance, the Applicant agrees to authorize KBank to automatically debit and/or transfer funds from the Applicant's savings/current account (sending account) to the Applicant's receiving account at the amount equal to the debit balance.

However, if the balance in the sending account is greater than the debit balance, the Applicant agrees to authorize KBank to debit and/or transfer funds from the Applicant's sending account to ensure that the Applicant's receiving account (in the case of a deposit or current account) has the balance at not less than the specified amounts as follows:

10,000 Baht (Ten thousand Baht) for an individual account

30,000 Baht (Thirty thousand Baht) for a juristic person account

For an account debit and/or transfer of funds to the receiving account, the Applicant agrees to authorize KBank to debit and/or transfer the entire balance from the sending account, or debit and/or withdraw from the sending account (in the case of a savings account) in order to leave a balance of at least 2,000 Baht (Two thousand Baht) in the sending account or at the amount agreed with KBank. However, if an account debit and/or transfer of funds have been made, but the balance is less than the specified amount, the Applicant agrees to pay the fee at the rate determined by KBank.

3. The Applicant hereby authorizes KBank to debit and transfer funds from the Applicant's sending account to receiving account (Investment Sweep) as follows:

At the end of every business day of KBank, if a balance in the Applicant's current/savings account (sending account) shows a credit balance, the Applicant hereby authorizes KBank to automatically debit and/or transfer funds from the Applicant's sending account to the Applicant's current/savings account (receiving account). However, the balance in the Applicant's sending account must not be lower than the amount determined by KBank.

4. A debit and/or transfer of funds from the sending account will be processed only on a deposit balance. If the balance includes the amount of cheques or other financial instruments, which have already been credited into the sending account, but pending collection, the Applicant agrees that KBank shall not debit and/or transfer funds from the balance pending collection to the receiving account until the amount of cheques or other financial instruments have been collected. The exception is made to the cases where the Applicant has received a financial facility from KBank in the form of an overdraft (O/D) or requested KBank to pass the funds in the account before knowing the cheque collection result (Effects not cleared) or has other agreements with KBank.

5. If KBank has debited and/or transferred funds to the receiving account, but the balance in the receiving account is still not sufficient to pay for tendered cheques, bills, documents and/or other financial instruments sent for account debit, withdrawal or collection, or not sufficient for fee payment, KBank may consider refusing to undertake the account debit and/or funds transfer, and the Applicant agrees to authorize KBank to refuse the Applicant's cash withdrawal as well.

6. Once KBank has debited and/or transferred the funds, KBank will show evidence of such transactions to the Applicant in the account statements, and it is deemed that the Applicant has received the notice of the debit and/or funds transfer, and the Applicant has given consent to every debit and/or funds transfer transaction (the Applicant can obtain the debit note and/or receipt at the account holding branch). The Applicant accepts that this automatic funds transfer service is intended to offer the Applicant convenience in processing their accounts; therefore, the Applicant agrees to be held responsible for all actions to be undertaken by KBank for this purpose as if the Applicant has undertaken such actions by themselves.

7. KBank reserves the right not to allow the Applicant to add new accounts if it has been found that the Applicant fails to link all

accounts under this automatic funds transfer service with the liquidity management service.

8. The accounts linked with the automatic funds transfer service cannot facilitate acceptance of funds transfer, funds transfer and cash withdrawal between midnight and 02:00 a.m. However, if there are overseas funds transferred into the accounts under the automatic funds transfer service between midnight and 02:00 a.m., KBank shall credit such funds into those accounts by 04:00 a.m. on the same day.