

Date.....

To: **Bank of Ayudhya Public Company Limited (the "Bank")**

We,, (the "Customer") hereby apply for Cheque Express Service (the "Service") provided by the Bank under the Global Cash Management Service (the "GCMS Plus"). In using the Service, the Customer agrees to be bound by the following terms and conditions in addition to GCMS Plus Basic Agreement, the GCMS Plus Terms and Conditions, and GCMS Plus Application for Service setup, including the attachments thereof (collectively referred to as the "Agreement") executed by the Customer, the Customer's parent company and/or the Affiliated Company, which shall govern the Service.

Terms and conditions of Cheque Express Service (these "Additional Terms and Conditions"):**1. Definitions**

Unless otherwise defined, all capitalized terms defined in the Agreement shall have the same meanings when used in these Additional Terms and Conditions.

2. Cheque Express Service

2.1 Cheque Express Service is a service whereby the Bank issues cashier cheques payable to the Customs Department or other government authorities in accordance with the Customer's instruction. All cashier cheques hereunder must be issued for the purpose of custom facilitation, specify the payee's name and be crossed with "A/C PAYEE ONLY".

2.2 In order for cheque(s) to be issued on the date specified in the instruction, such instruction must be submitted to the Bank by the Cut-Off Time specified in Exhibit A in accordance with the method set out herein. Each instruction shall comprise details as required for issuance of cheque, including but not limited to, date and amount of the cheque. Distribution of the cheques shall be in accordance with the method specified by the Customer in Exhibit A attached hereto and subject to the counter time announced by the Bank from time to time.

2.3 The Bank is authorized to debit the Customer's account with the Bank as specified in Exhibit A in order to issue the cheques as prescribed above. The Customer agrees to prepare in its account the funds sufficient for the Bank to carry out relevant transaction and debit relevant fees and/or charges not later than the Cut-Off Time.

3. System

The Customer may use the Service by submitting instructions through the System. In doing so, the Customer shall comply with the terms and conditions set forth in the Agreement, including correctly entering the Access Code in accordance with the methods and procedures prescribed by the Bank.

4. Distribution of Cheque

The Customer's instruction to the Bank must include the information of the persons who are designated by the Customer to pick up the cheque at the Cheque Express Distribution Counter Branch specified in Exhibit A, such as name, ID, Card no. and/or driver's license no. and/or passport no., including other information as may be required by the Bank. The Customer agrees and acknowledges that the Bank will not deliver a cheque to any person who fails to supply evidence or supporting documents to meet certain conditions specified by the Customer and the Bank's requirements thereof, whereby the Bank shall not be held liable for any such action.

5. Stop Cheque or Cheque Printing Cancellation

5.1 In event that the Customer instructs the Bank to stop a cheque due to the cheque being lost or stolen, to cancel printing a cheque or to cancel credit to a payee's account, the Bank shall, at its sole discretion subject to such conditions as the Bank may prescribe, decide whether to proceed with the Customer's instruction. However, the Customer agrees and acknowledges that stop-payment, cancellation or refund of any cheque cannot be made if the cheque has already been distributed to the payee. In this regard, the Customer agrees to indemnify and hold the Bank harmless from and against all claims, proceedings, costs, losses and damages of any kind which the Bank may suffer as a result of the Bank complying with any such request except to the extent that such claims, proceedings, costs, losses or damages are the result of the Bank's gross negligence or willful misconduct.

5.2 The Customer authorizes the Bank to specify a cheque expiry date as prescribed by law or other relevant regulations. In case the payee does not present the cheque for collection by such expiry date, the Bank shall credit the amount of cheque (without interest) to the Customer's account in accordance with the Bank's procedures.

Notwithstanding the foregoing, the Customer is obliged to pay bank's charges and fees, expenses, losses and damages (if any) to the Bank with regard to cheques that have already been issued, including the operation fee which the Bank has debited from the Customer's relevant account.

6. Other terms and conditions

6.1 In using the Service provided under these Additional Terms and Conditions, the Customer agrees to be responsible for carefully and independently providing information regarding the payee and agrees that any instructions submitted by the Customer to the Bank shall be deemed by the Bank to be correct. The Customer agrees to indemnify and hold the Bank harmless against all damages arising from the Bank's acting in accordance with such instructions except to the extent that such damages are the result of the Bank's gross negligence or willful misconduct.

- 6.2 The Customer agrees to pay fees, charges and other expenses incurred in connection with the use of the Service to the Bank in accordance with the rates and/or amounts specified in Exhibit A attached hereto, in accordance with the methods accepted by the Bank, whether the relevant transactions are successful or not. The Customer hereby authorizes the Bank to deduct the amount of cheques, including relevant fees, charges or expenses from the Customer's account(s) specified in Exhibit A attached hereto or any other account(s) specified by the Customer without prior notice. In case there are no funds or insufficient funds in the Customer's account(s) to settle the fees, charges or expenses incurred or to provide the Service, the Bank reserves the right to withhold the Service as it deems appropriate and demand the payment of such fees, charges and expenses, together with default interest to be determined by the Bank.
- 6.3 Unless otherwise provided herein, these Additional Terms and Conditions may be amended solely by the written agreement executed by the authorized representative of each party.
- 6.4 These Additional Terms and Conditions shall be effective from the date hereof until terminated by either party giving a written notice to the other at least 30 (thirty) days prior to the intended date of termination. In the event that the GCMS Plus Basic Agreement is terminated, these Additional Terms and Conditions shall be concurrently terminated forthwith.
- 6.5 The Customer hereby consents to the Bank exchanging with or disclosing, transmitting and/or transferring to the entities within its financial business group, its data processors, third-party service providers (outsourcing), its agents, subcontractors and/or co-branding partners the Customer's personal data and other data provided by the Customer to the Bank for the use of the Service, and which must be disclosed by the Bank for the purpose of providing the Service in accordance with the Agreement, including for the purposes of carrying out risk assessment; preventing and detecting fraud including investigating fraudulent transactions and potentially fraudulent transactions; improving the Bank's products and services; communicating with the Customer about the Service; supporting the Bank's service operations; to facilitate the debt collection process; to facilitate data processing; and for investigating payment transactions or deposit/ withdrawals/ transfers transactions.
- 6.6 The Customer agrees that any notice, letter or correspondence sent to the Customer shall be considered as duly delivered if given by mail or electronic mail (e-mail) to the latest address provided to the Bank by the Customer. The Customer shall promptly notify the Bank in writing of any change to such address.
- 6.7 These Additional Terms and Conditions form an integral part of the Agreement and shall be attached thereto. If any terms and conditions contained in these Additional Terms and Conditions should present any inconsistency or contradiction with the Agreement, these Additional Terms and Conditions shall prevail.
- 6.8 These Additional Terms and Conditions shall be governed by and construed in accordance with Thai laws.

For and on behalf of _____

Signed _____
(_____)

Exhibit A to the Additional Terms and Conditions for Cheque Express Service

We hereby submit to the Bank the following information in relation to the Service:

Request Type:

New Revision Delete

Date _____

Customer Name	(in English)	
	(in Thai)	
Address	(in English)	
	(in Thai)	
Effective Date		

Details of the Services	
The Customer acknowledges and agrees that the Bank may provide the Services in accordance with the details provided in this Exhibit A until further request has been received and accepted by the Bank.	
Cut-Off Time	11:30 a.m. on the value date (D-0)

Cheque Express Distribution Counter Branch	Cheque distribution counter branch	
	Bangkok:	Upcountry:
	<input type="checkbox"/> Klongtoey	<input type="checkbox"/> Ao Udom
	<input type="checkbox"/> Ladkrabang	<input type="checkbox"/> Others (Please
	<input type="checkbox"/> Nawanakorn Industrial Estate	specify) _____
	<input type="checkbox"/> Others (Please	_____
	specify) _____	
	Note: distribution counters depend on conditions with the Bank	

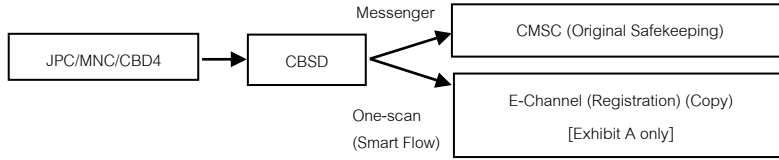
Fees	The fee shall be charged at the rate announced by the Bank on [website/the bank office] or the rate agreed otherwise.
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Settlement Account for fees <input type="checkbox"/> New <input type="checkbox"/> Delete	Account number: _____ Account name: _____
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This Exhibit A shall be attached to and forming part of the Additional Terms and Conditions for Cheque Express Service dated [●].

[For Bank Use Only]

CMF Code:



Dept. Head	Person in Charge	Signature Verified