

Terms and Conditions for the Opening and Use of Deposit Account / 存款账户开立和使用的条款和条件

The Applicant agrees to comply with these Terms and Conditions and other terms and conditions as specified by the Bank including other customary practices related to the opening and use of each type of deposit account ("Deposit Account").

申请人同意遵从本条款与条件及银行规定的其他关于开立和使用各类存款账户（以下简称存款账户）的条款、条件与各项惯例。

A. General Terms and Conditions

一般规定

1. The Applicant consents the Bank to have the right to pay interest and/or change the interest rate of each type of deposit account of the Applicant from time to time, at the rate announced by the Bank in accordance to the regulations specified by the Bank of Thailand ("BOT"). The Applicant agrees that such interest rates shall be considered the valid interest rates offered by the Bank.

申请人同意银行有权对申请人账户付息或不定期调整申请人各类存款账户利率，本行按照泰国央行（以下简称 BOT）规定公布利率。申请人同意该利率为本行提供的有效利率。

2. The Applicant agrees to pay the fees, service fees, taxes and/or other expenses related to the maintenance of such deposit accounts, transfers of funds or other services as specified by the Bank, failing which, the Applicant consents the Bank to deduct these fees, taxes and/or expenses from all accounts maintained with the Bank for fulfillment of such obligation without any notification to the Applicant.

申请人同意按本行的规定支付涉及账户维护、资金划转或其他服务发生的各种税费、手续费和其他支出，在支付失败的情况下，申请人同意银行可以在不需要通知申请人的情况下自行从其在本行的所有账户扣除该费用。

3. If the Bank issues any kind of electronic card ("Bank Card") to the Applicant to enter into any transaction related to or in connection with the deposit account, the Applicant agrees to comply with the relevant rules and procedures announced or specified by the Bank applicable to such services.

如果银行给申请人核发任何与存款户相关的电子卡片（以下简称银行卡），申请人同意遵守本行公布的相关规则和程序或本行明确的相关服务的规定。

4. The signature(s) that appears in the form/document for deposit, withdrawal, transfer or other services shall be the same as the specimen signature(s) and the condition for the signature given to the Bank. The Applicant acknowledges that the Bank is not obliged to investigate or check the seal, stamp or any other writing other than the specimen signature of the Applicant and the conditions given to the Bank. In the case of a deposit, withdrawal, transfer or other services through the Bank Card, the PIN code shall be the same number and condition as designated and the Applicant agrees to comply with other terms and conditions specified by the Bank for each of the services (if any).

在办理存款、取款、转账或其他服务过程中，用在表格或文件上的签章应与预留银行印鉴和使用条件保持一致。申请人知悉且同意银行没有检查除预留印鉴及使用条件以外的任何章印或其他标识的义务。如果使用银行卡办理存、取、转账或其他服务，申请人需使用预留银行密码并遵守相关条件，如有其他服务，视同申请人同意遵守银行对此类业务的规定和条款。

5. In the case of a deposit into, withdrawal or transfer from a deposit account, account inquiry, information inquiry or other transactions related to the deposit account through the means of telephone, facsimile, the Bank Card or other electronics devices or through other service channels offered by the automatic or semi-automatic system of the Bank, the Applicant acknowledges and agrees to strictly comply by the terms, conditions and procedures for the use of such means or systems specified by the Bank.

申请人通过任何由银行提供的渠道（电话、传真、银行卡、其他电子设备或本行提供的其他自助或半自动渠道）进行任何交易（存款、取款、汇款、查询、信息查询或其他存款账户交易），申请人知晓并同意遵从银行对于这些渠道和系统的使用规定。

6. The Bank shall send documents, letters or other information to the address of the Applicant given to the Bank. In the case there are more than one address given and the Bank is unable to distinguish which address is the contact address, the Applicant agrees to allow the Bank to use its own discretion to decide which address to send the documents to and shall be considered that such documents, letters or information have been duly sent to the Applicant. In the case of a change of name, contact address, telephone number and/or e-mail (if any), the Applicant shall immediately notify the Bank, in writing, otherwise the Bank shall consider the existing data as the correct data.

银行应根据申请人预留地址寄送文件、信件和其他相关材料。如果预留地址不止一个且银行无法区分哪个是联络地址，申请人同意银行自行选择邮寄地址并已履行寄送的义务。如果申请人的姓名、联系地址、电话、电邮发生变更，应立即以书面形式通知银行，否则银行仍以原预留联系信息为准。

7. In the case of any damage to the Bank as a result of any service rendered to the Applicant due to opening and using the Deposit Account is unlawful or illegal whether in civil, criminal or Anti-Money Laundering laws, the Applicant agrees to take full responsibility for all the damages and expenses incurred.

银行若因客户在开户以及使用账户过程中违反民事、刑事、反洗钱法律规定而遭受任何损失，申请人同意承担发生的全部损失和支出。

8. The Applicant shall take caution in the possession of the bank book, deposit receipt, cheque, the Bank Card, the PIN code or other documents required for conducting transactions. If such bank book, deposit receipt, cheque, Bank Card, PIN code or other documents required for conducting transactions are lost or stolen or a third party has taken the possession of the bank book, deposit receipt, cheque, Bank Card, PIN code or other required documents, for whatever reason, and had withdrawn an amount or cash a cheque with a forged signature(s) and, as a result, the Bank has made the payment from the deposit account, the Applicant agrees to hold the Bank harmless of all damages that may incur to the Applicant or other persons. When conducting transactions through the Bank Card using the PIN code designated by the Applicant and the Applicant's identity, when the transaction is completed, it shall be considered that such transaction had been conducted by the Applicant him/herself.

申请人应当妥善保管好存折、存单、支票、银行卡、密码和其他交易要素。无论任何原因，如因交易要素遗失、被盗或被第三方获得，并被支取款项或被伪造签章使用支票取现，如果银行已从账户内对外支付，申请人同意银行不承担任何对申请人或第三方可能造成的损失的责任。对于使用申请人身份预留银行密码进行的银行卡交易，一旦交易完成，视同申请人本人所为。

9. In case the Bank is required to comply with any laws, orders, agreements or undertakings in any jurisdiction of regulators or governmental authorities including domestic and overseas authorities or if the Bank needs to comply with internal policies associated with any applicable order or sanction of any authorities, the Applicant agrees and consents the Bank to withhold and pay from the Applicant's account as well as to take any actions at any time and by any means to comply with such laws, orders, agreements or undertakings.

如果银行被要求遵守国内外具有管辖权的监管机关或政府机构颁布的法律法规、行政命令、协议承诺，或遵循银行按有权机关指令或制裁要求制定的内部制度，客户同意银行为遵守这些法律法规协议承诺而止付并扣划账户或以任何形式在任何时间采取任何行动。

If the Bank is served or has to proceed any action to comply with any laws, orders, agreements or undertakings with regulators or governmental authorities in any jurisdiction including but not limited to domestic and overseas tax authority where necessary in respect of tax liability of the Applicant in any jurisdiction. The Applicant shall not make any objection against the Bank including not to ask the Bank to be liable to the Applicant or claim any damages against the Bank in whatever circumstances in relation to those actions.

如果银行需要采取行动去落实具有管辖权的监管部门或政府机关相关法律法规、行政命令、协议承诺，包括且不限于本地和海外的税收机关，只要申请人需要遵守其管辖权内税收义务。申请人不得在任何情况下拒绝银行为此采取的任何行动且不能要求银行承担责任，或要求银行赔偿任何损失。

10. The Applicant agrees and consents the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank and/or other persons authorized by the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank to examine, disclose, exchange, give, use, compile, keep and access any information concerning the Applicant, whether general information, personal data, information and financial status of the Applicant (whether directly or through a third party), information relating to financial transactions or services with the Bank, electronic data and any other information related to the Applicant or the related persons of the Applicant, in any form whatsoever (hereinafter collectively referred to as the "Data"), including to analyze and assess the Applicant's Data and the data in the Bank's data base, for the purposes of assignment of rights and duties or compilation, utilization, disclosure, record keeping, delivery, transfer of the Data, hire or assignment to other persons to act on behalf; or for the purpose of business management of the Bank (other than for the purpose of marketing) to send the information to or receive from the Bank and/or the Companies within the Financial Business Group of the Bank and/or the Parent Company of the Bank, including any person, juristic person, state enterprise, private entity that the Bank and/or the Companies within the

Financial Business Group of the Bank and/or the Parent Company of the Bank deem appropriate to hire or assign or transfer the rights and duties of their own to act on behalf; or any tax authority of any jurisdiction to which the Applicant is liable to pay taxes and stamp duties; or obligation by contract or agreement with any supervisory authority or authority; or any other person required by the laws, whether in or outside of Thailand. This consent shall be effective and applicable to the Data of the Applicant and the related persons of the Applicant received by or in the possession of the Bank at present or in the future and shall not be revoked in whatsoever reason for so long as the Applicant remains having business or there is any indebtedness outstanding with the Bank.

The term “Companies within the Financial Business Group of the Bank” means ICBC (Thai) Leasing Company Limited and/or the companies within the financial business group as notified by the Bank from time to time on [www.icbcthai.com](http://www.icbcthai.com).

The term “Parent Company of the Bank” means Industrial and Commercial Bank of China Limited, and Industrial and Commercial Bank of China Limited’s subsidiary, associated and/or affiliated companies whether local or multinational companies and whether have been established or will be established in the future.

申请人同意银行及辖属公司或母公司或被银行及辖属公司、母公司授权的机构检查、披露、交换、使用、编译和访问与申请人有关的任何信息，无论是一般信息，个人数据，信息和申请人的财务状况（无论是直接获取还是通过第三方），与本行有关的金融交易或服务的信息，电子数据以及与申请人或申请人相关人员有关的其他任何信息，无论是何种形式（以下统称为“数据”），包括分析并评估申请人的数据和银行数据库中存储的数据，只要目的是为了分配权利以及义务，或编译、使用、披露、记录、传输、转移数据；亦或为了本行的业务管理目的（营销目的除外）而向银行及辖属公司、母公司发送或从银行及辖属公司、母公司接收信息，包括被银行或辖属公司、母公司认为合适的任何个人、法人、国有企业、私人实体；或申请人有责任向其缴纳税款和印花税的任何具管辖权的任何税务机关；或与任何监管机构或当局签订合同或协议的义务；或法律要求的任何其他他人，无论是在泰国境内还是境外。本同意书应长期适用于银行接收或掌握的申请人及其申请人相关人员的数据。

“辖属公司”指工银泰国租赁公司及在我行官网 [www.icbcthai.com](http://www.icbcthai.com) 不定期公布的工银泰国的附属公司。

“母公司”指中国工商银行及其本地及跨国的已设立的或即将设立的附属机构、联营机构。

11. The Applicant shall fill in all the information required in the Deposit or Withdrawal Form and/or any other related form with a pen or inerasable ink only, the forms can be written in either English or Thai. If the writing is illegible or comprehensible or in other languages, the Applicant agrees that the Bank may refuse to accept such deposit or withdrawal and/or take other actions as deems appropriate by the Bank and the Applicant shall hold the Bank harmless of any damage that may occur thereof.

申请人应用钢笔等不易消退的墨水书写存取款申请书或其他相关表格，要使用英文或泰文。如果书写无法识别或使用其他语言，申请人同意银行可能拒绝办理业务或自行采取银行认为必须的行动且申请人同意本行免于承担因此造成的损害。

12. In the case of a failure in the Bank’s computer system or the electricity or the communication system resulting in Applicant’s inability to use any service of the Bank, the Applicant shall not use such incidence as the cause for demanding responsibility or taking legal actions against the Bank.

如银行计算机系统、电力系统或通讯系统发生故障造成申请人无法使用本行的服务，申请人不得以故障为由要求银行负责或对本行采取法律行动。

13. The Applicant agrees not to transfer the right in the Applicant’s deposit account and/or right to receipt deposits, whether in part or in full, to any other person.

申请人不得将本人的存款账户或存单权利全部或部分转让给其他任何人。

14. In the case where the Bank deposits or remits funds into the Applicant’s deposit account by mistake, for whatever reason, the Applicant consents the Bank to deduct such amount from the Applicant’s deposit account immediately without prior notice to or consent from the Applicant. If there is insufficient funds to be deducted, the Applicant shall repay the Bank in the amount equal to the amount wrongly deposited and shall be subject to the highest interest rate announced by the Bank, charged from the due date to the date when such amount is fully paid.

若银行无论因何原因误将资金存入或者汇入申请账户，申请应当同意银行无需提前告知就可主动将资金撤回。若因客户账户余额不足造成划扣失败。申请人应当足额将误划款项偿还本行。并且银行将会按照其执行的最高利率来向客户计息，直至客户全部归还为止。

15. Deposit via cheque, bill of exchange, promissory note and/or other transferrable financial document (“Financial Instrument”) into the deposit account of the Applicant, the Applicant agrees to the following terms:

申请人通过支票，汇票、借据或其他可转让金融票据存入申请人存款账户资金，应遵循以下规定：

- 15.1 The Applicant may withdraw the amount of money deposited with the Financial Instrument only when the Financial Instrument has been cleared and deposited into the Applicant's deposit account;  
申请人须待这些票据下的款项被银行收妥入账后方可使用;
- 15.2 In the case the Financial Instrument cannot be cleared, the Bank will cancel the deposit and return the Financial Instrument to the Applicant or notify the Applicant to pick up the documents. The Bank shall notify or send such documents to the address specified to the Bank and shall not be responsible for any damage that may occur thereof;  
如果这些票据不能清算成功, 银行可以取消申请人存款并退回票据, 或通知申请人前来领取。银行会通知或寄送给客户预留银行地址, 且不对由此产生的损失负责;
- 15.3 In the case the Applicant which is an individual deposits the Financial Instrument payable to a juristic person, the Bank may refuse to accept such deposit even though such Financial Instrument is payable to the holder or have been legally endorsed by the juristic person; and  
如果个人申请人存入法人应收金融票据, 银行可能拒绝受理, 即使该票据付给持有人或经法人合法背书;
- 15.4 The Bank's clearing process for the Financial Instrument is in accordance with the customary practice of commercial banks in Thailand, both in terms of time and procedure. The clearing fee and other expenses associated with the clearing shall be charged to the Applicant.  
银行对金融票据的清算进程将依据泰国商业银行惯例时间和条款进行, 清算费用和其他支出将由申请人负担。
16. If the Applicant becomes a debtor to the Bank because the balance in the deposit account of the Applicant is insufficient for a withdrawal but the Bank has allowed such amount to be overdrawn, or the Applicant has made a deposit in the deposit account with the Financial Instrument and the Bank has advanced the payment, whether in whole or in part, before the clearing date which later such Financial Instrument is returned by no fault of the Bank, or the deposit account of the Applicant has been overdrawn or for whatever reason, the Applicant agrees to pay the Bank such amount together with the interest thereon at the maximum rate announced by the Bank. Moreover, the Applicant agrees that the Bank, without prior notice to or consent from the Applicant, is entitled to promptly deduct such amount for the payment of such debt, whether in whole or in part, from all deposit accounts of the Applicant maintained with the Bank as well as from any amount that the Bank owes to the Applicant or is obliged to pay to the Applicant whether such amount is due or not.  
当申请人因存款账户余额不足无法支取但被银行允许透支, 或申请人存入金融票据, 银行完成清算前已全额或部分提支款项, 但在票据清算日后该金融票据被非银行原因退票, 或申请人存款账户透支或其他任何原因对银行产生欠款时, 申请人同意银行按照银行公布的最高利率向银行支付欠款的本金和利息。此外, 申请人同意银行无需提前通知或许可即可立即从申请人在本行开立的其他任何存款账户中部分或全额扣款以偿还其在银行的欠款或者冲销银行对申请人的其他债务或应付款项, 不论该款项是否到期。
17. The Applicant agrees that the account and transaction records and/or documents related to the deposits and deposit account of the Applicant provided by the Bank are correct and fully bound to the Applicant.  
申请人同意账户和交易记录及银行提供的存款或存款账户相关材料正确且与申请人完全绑定。
18. Any change, modification or cancellation of the specimen signature, withdrawal conditions or other particulars relating to the deposit account and the application of the opening deposit account shall be made in writing and sent to the office of the Bank with which the deposit account is opened. Such change shall become effective only if the Bank has recorded such change for reference.  
预留银行签章、支取条件或者是其他与存款账户相关特定事项及存款账户开户申请的任何修订、变更或取消应以书面方式提交并送达开户银行办公场所, 并在银行记录变更后生效。
19. When there is any change of the Applicant's information or the Applicant becomes aware that any information given to the Bank is incorrect or mislead, the Applicant agrees and undertakes to notify the Bank in writing within 30 (Thirty) days.  
如果申请人任何信息已经变更或者申请人认识到向银行提供的信息有误, 申请人同意并保证 30 天内以书面形式通知银行。
20. In case the Applicant fails to comply with any laws, rules, regulations or orders applicable in Thailand or other relevant jurisdictions or any terms and conditions prescribed in this Terms and Conditions or as determined by the Bank or there is any events believed by the Bank that the Applicant does not act in good faith to deposit, withdraw, transfer or use any

services provided by the Bank resulting the Applicant, the Bank or any person committing any guilty according to the laws, causing damage or impairing reputation to the Applicant, the Bank or any person, the Bank shall have the right not to allow the Applicant to withdraw, transfer or close the deposit account or terminate any services whether in whole or in part or taking any action or omission as the Bank deems appropriate to protect the Applicant, the Bank or any person from any damages. Moreover, the Bank shall have the right to make the set-off against the credit balance in the deposit account (if any) to settle any indebtedness, interest, expenses, fees, costs and expenses of the Applicant in full amount. If there is an outstanding balance in such closed deposit account regardless of the amount, the Applicant consents the Bank to hold such amount in an account of the Bank or as the Bank deems appropriate without any prior notice. The Applicant agrees not to demand any interest payment or other benefits from the amount held in such account.

In addition, the Applicant shall provide the Bank with the updated and not expired identity documents or other evidences specified by the Bank to the Bank. In the event that the Applicant does not provide such documents and evidences to the Bank, the Bank shall have the right to suspend any transaction with respect to the deposit account until the Applicant has provided the updated and not expired documents and evidences as specified by the Bank to the Bank.

如果申请人违反任何泰国或其他相关法律管辖权的法律、法规、规章、命令以及本规定和条款内规定的任何条款或银行决定，或银行合理认为因申请人在存取款、转账或使用银行服务时不诚信造成申请人、银行或第三方违法、造成损失或对申请人、银行或任何人造成声誉损害，银行有权禁止申请人支取、划转或关闭账户或全部或部分终止任何服务，或采取任何银行认为合适的行动或不作为以保护申请人、银行或任何人免遭损失。此外，银行还有权主动扣划存款账户余额（如有）来全额偿付申请人的任何债务、利息、支出、费用或成本费用。如果该关闭的存款账户仍有余额，无论金额大小，申请人同意银行转入银行账户或采取银行认为合理的措施而无需通知。申请人放弃对这部分余额产生利息和其他收益的追索权。此外，申请人需向银行提供最新的未过期身份证件或其他银行规定的证明。如申请人未提供上述材料和证明，银行有权暂停其存款账户的任何交易直到申请人提供最新未过期的材料和证明为止。

21. In case there is no account movement of a Savings Account and/or a Current Account for more than 12 (Twelve) consecutive months, the Bank reserves the right to temporarily suspend any transactions relating to the inactive Savings Account and/or Current Account until the account owner contacts the Bank.

如果客户储蓄或结算账户连续 12 个月没有发生交易，银行有权中止该账户的相关交易权限，直至客户主动与银行联系沟通解决。

22. In case a Savings Account and/or a Current Account has an outstanding balance of zero Baht and no account movement for more than 12 (Twelve) consecutive months, the Applicant agrees and consents the Bank to close the Applicant's Savings Account and/or Current Account as the Bank deems appropriate without any prior notice.

如果储蓄或结算账户余额为零且在连续 12 个月没有交易，申请人同意银行可自行决定不经事先通知即为客户办理销户。

23. The Applicant hereby represents and warrants to the Bank that:-

申请人特此向银行保证：

- 23.1 the Applicant shall at all times comply with all applicable laws governing Anti-Money Laundering and Counter-Terrorism and Proliferation of Weapons of Mass Destruction Financing;

申请人应始终遵守反洗钱、反恐和防止大规模杀伤性武器扩散相关法律规定；

- 23.2 there is no any transactions made by or may be involved or supported the terrorists or terrorist financing;

不得发生任何或可能涉及或支持恐怖分子或恐怖融资的交易；

- 23.3 the Applicant shall not conduct or make any acts on behalf, or at the direction, or under control of the terrorists;

申请人不得办理或受恐怖分子委托或在其指示或控制下采取行动。

- 23.4 the Applicant shall not conduct or make any acts for the purpose of concealing and/or disguising fact and true information; and

申请人不得实施或采取任何为掩饰或伪造事实或真实信息的行为。

- 23.5 all information regarding the source of income or the source of money shall be accurate, true and corresponding with the information or fact declared to the Bank, and the creditable documents proving the authenticity of the certain information.

所有的收入来源和资金来源信息应准确、真实并与向银行申报的信息及提供的证实相关信息的证明文档相一致。

24. In the case where any content of the Thai version of the Terms and Conditions conflicts with the translation in the English and/or Chinese version, the Thai version shall be applicable and be regarded as the correct version.

若中英泰文版本之条款含义存在任何差异，以泰文版本为准。

**B. Terms Applicable to Savings Account, Fixed Deposit Account and/or All Types of Deposit Receipt**

**申请储蓄账户、定期账户和其他各类存单的相关规定**

25. When withdrawing with a bank book, deposit receipt, Bank Card or any other document specified by the Bank, the Applicant shall always submit the bank book, deposit receipt, Bank Card or such other document to the Bank's teller or conduct in accordance with the procedures as specified by the Bank. The Applicant is responsible for checking the accuracy of the amount withdrawn or the outstanding balance in the deposit account. If any error is found, it should be promptly notified to the Bank.

使用任何存折、存单、银行卡或其他银行提供的文件取款时，申请人需将相应存折、存单、银行卡、或其他银行提供的文件提交给柜员或按照银行其他规定执行。申请人需要认真检查取款时的金额和账户余额，如有任何错误及时提出。

26. If the Applicant does not withdraw his/her deposit from any Fixed Deposit Account (book bank type) at the end of the deposit term, it shall be deemed that the Applicant agrees and consents the Bank to promptly renew the deposit term of such deposit for the same deposit term and under the same terms and conditions, except for the interest rate which shall be the applicable rate announced by the Bank at that time for the purpose of the calculation of the interest payment to the Applicant.

如果申请人在定期存款到期后没有取款，申请人同意银行即刻按照相同的存款期限和条件续存该笔款项，展期利率按照银行当期公布利率计算

27. If the Applicant does not withdraw his/her deposit from any Fixed Deposit Account (deposit receipt type) at the end of the deposit term, it shall be deemed that the Applicant agrees and consents the Bank to promptly extend the deposit period and to pay interest calculated upon the actual number of days elapsed as from the end of the deposit term at the applicable rate announced by the Bank at that time for the purpose of the calculation of the interest payment to the Applicant.

若申请人于定期存款账户（存单类型）到期时未提取存款，则视为申请人同意并授权银行立即展期，并按银行届时公布的适用利率，根据存款到期后实际存续天数计算利息，用以向申请人支付利息。

**C. Terms and Conditions for Current Account and the Use of Cheques**

**结算账户条款以及支票使用相关规定**

28. When making payments or withdrawing from a current account, the Applicant shall use the cheque provided by the Bank for such account and/or other methods specified by the Bank except when the Bank transfers or deducts funds from the current account for payments of debts, fees and/or expenses that the Applicant is obliged to pay the Bank or other transactions as per the order of the Applicant which the Bank can conduct with or without documents.

当用结算账户支付或取款时，申请人应使用银行提供的支票或其他指定方式，除非银行从给定账户中扣减金额用于支付银行债务、费用或支出，或者是申请人授权银行办理的其他交易。

29. The Applicant agrees that the Bank has the right to refuse to make a payment for a cheque that the words "or holder" have been crossed out when such cheque has been made payable to more than one person or payable to an unidentified person, person using alias or it is unclear who the cheque is made payable to.

申请人同意银行在支票上的收款人栏“或持票人”已经被划掉，且支付对象数量大于一人或支付给身份不明确的人，或使用别名的人，或无法明确支票支付给何人的情况下拒绝支付。

30. The Applicant agrees that a cheque with scratch or erase mark is regarded as unbinding cheque, unworthy of any payment.

申请人同意支票若有刮除或涂改痕迹被认为是无效支票，不能进行支付。

31. If the cheque is crossed out in parts and/or there are changes made to the important parts of the cheque such as the date, amount or payee, such changes shall be accompanied by a full signature of the Applicant as per the procedures specified by the Bank.

如果支票已经被部分划线或者是重要要素（如日期，金额或收款人）被修改，每处修改点申请人都需要按照银行要求进行完整签章。

32. In the case that there are many cheques and/or payment or withdrawal orders of the Applicant being cleared at the same time but the outstanding balance in the current account is insufficient to pay every cheque and/or every order, the Applicant consents the Bank to use its own discretion to pay whichever cheque or order (as the case may be), it deems appropriate.  
如果申请人同时有多张支票待支付清算或同时有取款申请待处理, 但账户余额不足, 申请人同意本行根据情况自行决定对哪些款项进行支付。
33. If found that the person cashing and/or depositing the cheque of the Applicant has a doubtful behavior or has defective right to the cheque and may cause damage to the Applicant and/or the Bank, the Applicant consents the Bank to refuse to cash the cheque and/or refuse to accept the cheque and shall hold the Bank completely harmless for any consequence thereof.  
如发现支票取款人或托收人有可疑行为, 或支票权利有可疑并可能对申请人或银行造成损失, 申请人同意银行有权拒绝取现或拒收支票, 且银行对可能造成的损失完全免责。
34. If a cheque written by the Applicant cannot be cleared due to insufficient funds and the Bank has rejected such clearing, the Applicant consents the Bank to charge a fee for cheque return at the rate specified by the Bank and if there is insufficient funds in the current account to deduct the fee, the Bank shall deduct an amount equal to the outstanding balance in the current account and the Bank shall have the right to close the current account immediately upon such occurrence without prior notice to the Applicant.  
申请人签发的支票如果因可用余额不足被本行拒付, 申请人同意本行以本行指定费率收取退票费用, 如果账户余额不足以支付费用, 本行有权在扣除可用部分后立即关闭账户, 无需另行通知。

#### D. Terms and Conditions for the Linked Account

##### 卡折合一账户有关规定

35. The Applicant agrees to open with the Bank the deposit account(s) as per the types and conditions set by the Bank to be linked with the Bank Card ("Linked Account").  
申请人同意按照银行各项规定开立与银行卡关联的存款账户 (以下简称“卡折合一账户”)。
36. In the case where the Linked Account is a dual currency deposit account, the outstanding balance in any Linked Account is insufficient for conducting a transaction. The Applicant consents the Bank to promptly transfer the deposit in Thai Baht into a foreign currency or vice versa at the exchange rate determined by the Bank without any evidence or document and without any notice to or consent from the Applicant.  
如果卡折合一账户是双币种存款账户且账户余额不足以支付, 申请人同意银行立即按照银行汇率从泰铢账户中支取并兑换成外币或是反之, 无需申请人提供任何证明或资料也不需要事先征得申请人的同意。
37. The Applicant accepts that any withdrawal from the Linked Account via Bank Card shall be valid and binding upon the Applicant notwithstanding the withdrawal or signature conditions of such Linked Account.  
申请人认同任何通过银行卡支取卡折合一账户均有效且与申请人绑定, 不得对抗该卡折合一账户的支取或签章条款。
38. In the case where the Applicant has opened deposit account(s) with the Bank as per the account opening application or has applied for any service of the Bank under the relevant applications, the Applicant agrees to be bound by the terms and conditions set herein for the account previously opened which has been designated as a Linked Account as from the date hereof and it shall be deemed that the terms and conditions of this Application supersede those applications.  
如果申请人先通过开户申请表申请开立存款账户或已使用相关申请表申请任何服务, 如果已经开立的账户被认定为卡折合一账户, 申请人同意即日起遵守此条款并取代之前签署的申请条款。

#### E. Terms and Conditions for Foreign Currency Account

##### 外币账户有关规定

39. The Applicant acknowledges and agrees that opening an account, deposits, withdrawals, transfers and/or other transactions related the foreign currency account for residents or non-residents of Thailand shall be applicable only to persons with the qualifications as specified by the Bank only.  
申请人知悉并同意泰国居民或非居民开立、存入、支取、向外币账户转账或其他与外币账户相关的交易仅限于满足本行规定资格的人员。

40. Deposit into foreign currency accounts can be conducted in accordance with the terms, conditions and procedures specified by the Bank and can only be conducted at the Bank and/or at its designated branches.  
存入外币账户需遵循银行有关规定，在银行及指定网点办理。
41. The total amount of money deposited in all foreign currency accounts/currencies of the Applicant at any given time shall not exceed the limit set forth by the BOT. In the case there is an excess amount at the end of any day, for whatever reason, the Applicant consents the Bank to withdraw only the excess amount from any of the foreign currency accounts as the Bank deems appropriate immediately until the total amount held in all accounts has been reduced to be within the limit allowed by the BOT. The Applicant agrees for the Bank to hold such amount in an account of the Bank or as the Bank deems appropriate. The Applicant agrees not to demand any interest payment or other benefits from the amount held in such account.  
申请人外币账户总余额任何时候不得超过 BOT 规定的限额。不论因何种理由，如果任一天日终超过限额，申请人同意银行立即从任一外币账户中转出超限金额直到所有账户总额不超过 BOT 限额；申请人同意并授权银行将多余款项转入指定账户，并放弃对这部分款项产生利息或其他收益的要求。
42. The deposit amount in the foreign currency account shall be maintained at no less than the minimum monthly averaged amount specified by the Bank.  
外币账户月均余额应保持不低于银行规定的最低金额。
43. Deposit via a transfer or a deposit of Financial Instrument into foreign currency accounts will be completed only when the fund is remitted into the account or when the Financial Instrument has been cleared (as the case may be) correctly and fully.  
通过转账或存入金融票据向外币账户存款，必须等到资金被正确和全额汇入账户或金融票据被正确且全额收妥入账。
44. In the case the Applicant does not comply with the relevant laws, regulations, stipulations, notifications or decrees of Thailand and/or other relevant countries or does not comply with the terms and conditions stipulated herein or other terms and conditions specified by the Bank or in the case there is reasonable doubt that the Applicant does not act in good faith when depositing, withdrawing, transferring and/or using any other service of the Bank that has caused or may cause the Applicant, the Bank or any other person to be in violation of the laws or may result in a damage or damaging to the reputation of such persons or there is reasonable cause, the Applicant agrees and consents to the Bank to stop the withdrawal or transfer of funds, close the deposit account, cancel the Bank Card and/or cancel any other service and/or act or cease to act as the Bank deems appropriate to prevent any act of violation or any damage to the Applicant, the Bank or any other person.  
如果申请人违反任何泰国或其他相关国家的法律、法规、公告、通知和判决，或违反此处规定的任何条款以及银行规定的其他任何条款，或银行有理由怀疑申请人在进行存取款、转账或使用银行提供的任何服务时有不诚信行为，导致申请人、银行或第三方违反法律规定或造成资产和名誉损失，申请人同意银行终止支取或资金划转操作，关闭其账户，注销银行卡，或取消任何其他服务，或任何银行认为合适采取或终止的行动，以防止任何违规行为，或对申请人、银行或其他任何人造成损失。
45. For any withdrawal from the Foreign Currencies Deposit Account, the Applicant must present to the Bank's authorized officer the passbook or deposit receipt(s) issued by the Bank as evidence of the deposit and the Applicant must properly check the withdrawn amount and the balance amount in the passbook or the deposit receipt. In case of any error, the Applicant must promptly inform the Bank.  
从外币账户取款时，申请人要提供银行签发的存折、存单，并认真检查取款金额和存折存单余额，如有异议及时告知银行。
46. The withdrawal shall be made by using the Bank's form or by any means specified by the Bank and be in accordance with the criterions, terms and procedures specified by the Bank.  
取款时需要填写银行申请表或银行确认的其他相关方式，并依照银行的规定、条款和流程进行。
47. If any deposit has been withdrawn prior to its deposit term, the Bank is entitled to pay interest on such withdrawn amount at the rate determined by the Bank.  
如在到期日前提前支取，银行有权对提前支取的金额按照银行规定的提支利率支付利息。
48. The Applicant represents that all documents relating to the account opening, deposit, withdrawal, fund transfer and/or other transactions shall be correct and bound by the Applicant in all respects.  
申请人确保提交给银行所有开户、存取款、转账汇款的文件都正确无误。

49. The Applicant agrees to comply with the law on exchange control and other laws, regulations and notifications of Thailand and other relevant countries when conducting deposits, withdrawals and/or transfers of foreign currencies.  
申请人在进行存取汇外币时同意遵循泰国政府或相关国家政府制定的外汇管制和其他相关法律法规。
50. In the case the Applicant does not withdraw money from the foreign currency account upon maturity, the Bank shall automatically renew the deposit for another term immediately with identical terms and conditions, except for the interest rate which shall be applicable at the prevailing rate for such account as specified by the Bank.  
如到期没有支取, 申请人同意银行按照同样的期限、条款自动展期, 展期利率按照银行当期公布利率计算。
51. In the case of any change, amendment or cancellation to the laws, regulations or notifications as mentioned in Clause 48 or in the case of newly established laws which may result in the Applicant being unable to maintain a foreign currency account or unable to conduct transactions on such account(s) or due to any other reasonable cause, the Applicant agrees and consents the Bank to convert the money in the account into Baht currency at the prevailing rate announced by the Bank and transfer such amount to any other account maintained at the Bank by the Applicant or otherwise proceed as the Bank deems appropriate.  
如果与 48 条相关的法律、规章、通知被修订、变更或废除, 或有新颁布法规或其他合理原因, 导致申请人不能保留外币账户、执行相关账户交易, 申请人同意银行按照公布的现行汇率将余额转换成泰铢, 并存入申请人在我行开立的泰铢账户或按照银行认为适当的其他方式处理。

F. Terms and Conditions for Deposit Account to receive a salary via ICBC Payroll Service and ICBC Direct Credit  
(ICBC Payroll)

**关于使用存款账户接收工行代发工资和工行直接贷记服务有关规定**

52. In case the Applicant's employment is terminated before the Applicant will receive all Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card, also a salary via ICBC Payroll Service and ICBC Direct Credit (ICBC Payroll). The Applicant acknowledges and agrees to proceed as follows:  
如果申请人在收到银行为其开立的电子银行、存折、银行卡所有介质, 接收了工行代发工资和工行直接贷记服务, 申请人知晓并同意以下规定:
- 52.1 The Applicant agrees to take all Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card at the Bank and/or branch of the Bank as informed by the Bank within 1 (One) month from the date that the Bank contacts to the Applicant. If the Applicant does not take all Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card at the Bank and/or branch of the Bank within the aforementioned period of time, the Applicant agrees and consents the Bank to close the Deposit Account, including destroying all relevant Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card according to the terms and conditions regarding closing the Deposit Account has an outstanding balance of zero Baht and no account movement for more than 12 (Twelve) consecutive months as prescribed in Clause 22. of this Application.  
申请人同意在接到银行通知之日起一个月内自行从银行或银行网点取回电子银行、存折、银行卡等所有介质。如果申请人未在上述时间内取回介质, 申请人同意银行根据第 22 条款关于关闭零余额及连续 12 月以上没有交易的账户相关条款关闭该存款账户, 并销毁所有介质。
- 52.2 If the Bank cannot contact the Applicant to take all Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card at the Bank and/or branch of the Bank for more than 1 (One) month from the first date that the Bank contacts the Applicant, and the company being the ICBC Payroll's applicant has already confirmed the Applicant's termination of the employment to the Bank. The Applicant agrees and consents the Bank to close the Deposit Account, including destroying all relevant Identification Equipment for ICBC Personal Banking, bank book and Bank Card as the Bank deems appropriate without any prior notice.  
如果银行自第一次按要求通知客户即日起一个月内自行从银行或银行网点取回电子银行、存折、银行卡等所有介质, 但无法联系客户, 且代发工资公司确认申请人已经离职, 申请人同意银行无需提前通知即可关闭该存款账户, 并销毁所有介质。
- 52.3 If the Bank cannot contact to the Applicant to take all Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card at the Bank and/or branch of the Bank for more than 1 (One) month from the first date that

the Bank contacts to the Applicant, and the company being the ICBC Payroll's applicant does not confirm the Applicant's employment status to the Bank. The Applicant agrees and consents the Bank to close the Deposit Account, including destroying all relevant Identification Equipment for ICBC Personal Internet Banking, bank book and Bank Card according to the terms and conditions regarding closing the Deposit Account has an outstanding balance of zero Baht and no account movement for more than 12 (Twelve) consecutive months as prescribed in Clause 22. of this Application.

如果银行自第一次按要求通知客户即日起一个月内自行从银行或银行网点取回电子银行、存折、银行卡等所有介质，但无法联系客户，且代发工资公司不能确认申请人已经离职，申请人同意银行根据第 22 条款关于关闭零余额及连续 12 月以上没有交易的账户相关条款关闭该存款账户，并销毁所有介质。