

**Terms and Conditions on**  
**FX Order Placement Service via ICBC Corporate Internet Banking**

By applying for the use of FX Order Placement Service provided by Industrial and Commercial Bank of China (Thai) Public Company Limited via the Bank's Corporate Internet Banking, the Customer agrees to comply with these Terms and Conditions, and other relevant terms and conditions as specified by the Bank, including other customary practices related to the foreign exchange trading.

**1. Scope of Service**

1.1 Provision of Service

Industrial and Commercial Bank of China (Thai) Public Company Limited (the "Bank") provides the FX Order Placement Service for corporate customers (the "Customer") through the Bank's Corporate Internet Banking ("CIB") under these Terms and Conditions. This Service enables the Customer to place an order to exchange foreign currencies at a Target Exchange Rate specified by the Customer. The system will automatically execute the foreign exchange transaction once the Customer's specified Target Exchange Rate matches the Bank's prevailing Telegraphic Transfer exchange rate, subject to the Bank's conditions.

1.2 Definitions

**FX Order** means a pre-defined instruction to exchange foreign currency placed by the Customer through CIB, to be executed when the Customer's Target Exchange Rate matches the Bank's Prevailing Exchange Rate.

**Transaction** means a transaction for the exchange of foreign currencies.

**Debit Account** means the deposit account held by the Customer with the Bank that is designated to be debited for executing the FX Order.

**Credit Account** means the deposit account held by the Customer with the Bank that is designated to receive funds resulting from the executed Transaction.

**The Bank Business Day** means a date on which the Bank is open for business, excluding Saturday, Sunday, and public holidays announced by the Bank of Thailand.

**Effective Date** means the date on which an FX Order becomes effective.

**Target Exchange Rate** means the exchange rate specified by the Customer in the FX Order.

**Bank's Prevailing Exchange Rate** means the Telegraphic Transfer exchange rate published by the Bank at the time of the Transaction, which may differ from exchange rates published by other external sources.

## 2. Placement of FX Order

### 2.1 Submission of FX Order

- The Customer must submit an FX Order through CIB by specifying the required Transaction information, including currency pair, Transaction amount, effective period, Debit Account, Credit Account, and Target Exchange Rate.
- Upon successful submission and activation of the FX Order (as specified below), the Bank shall hold the required amount in the Debit Account. Such reserved funds cannot be withdrawn.

### 2.2 Time of Submission

<b>Date/Time of FX Order Submission</b>	<b>Effective Date of FX Order ( upon successful verification)</b>
Mon-Fri (The Bank Business Day) before 16:30	Same day
Mon-Fri (The Bank Business Day) after 16:30	Next Bank Business Day
Weekends/Public Holidays	Next Bank Business Day

- FX Order can be submitted at any time; however, execution of Transaction shall only occur on Bank Business Days between 08:30 and 16:30 (Thailand time).

### 2.3 FX Order Verification

The Bank's system shall verify the Customer's FX Order by assessing the sufficiency of funds in the Debit Account and the Customer's available FX transaction limit. The FX Order shall be deemed valid and enforceable only after it has passed the Bank's verification process and has been confirmed by the Bank's system.

### 2.4 FX Transaction Limit

The Bank shall deduct the Customer's FX transaction limit based on the designated Transaction value and shall reserve such limit throughout the period which the FX Order remains effective.

## 3. Monitoring on Exchange Rates and Execution of Transaction

### 3.1 Exchange Rate Monitoring

- The Bank shall monitor the Customer's Target Exchange Rate against the Bank's Prevailing Exchange Rate during the Bank Business Day.

- Such monitoring shall be performed through the Bank's system. The Bank reserves the right to determine the frequency, time intervals, and method of monitoring without prior notice.

### 3.2 Conditions on FX Order Execution

An FX Order shall be executed only when all of the following conditions are met:

- The Bank's Prevailing Exchange Rate matches the Customer's Target Exchange Rate.
- The Debit Account has sufficient funds.
- The Transaction amount is within the Customer's available FX transaction limit.
- There are no technical restrictions, regulatory constraints, or operational impediments preventing execution.

### 4. Execution of Transaction

- The Bank shall execute the Transaction once the FX Order has satisfied all conditions stipulates in Clause 3.2.
- The Customer agrees and consents the Bank to debit any funds from designated Debit Account for the execution of the FX Order without requiring any withdrawal documentation or further confirmation from the Customer at the time the FX Order is executed.
- The execution of the FX Order shall be based solely on the Bank's Prevailing Exchange Rate, regardless of any external exchange rate sources (e.g., Reuters, Bloomberg).
- Once the FX Order has been executed, the Transaction shall be deemed completed and irrevocable, unless otherwise required by applicable laws and regulatory authorities.
- The Bank shall execute the Transaction only for the full amount specified in the FX Order. Partial execution is not permitted.

### 5. Cancellation of FX Order

- The Customer may cancel a pending FX Order before the Bank's system matches the Target Exchange Rate with the Bank's Prevailing Exchange Rate. Such cancellation must be performed via CIB and shall take effect only when the Bank's system has successfully confirmed the cancellation to the Customer. In cases where approval is required for cancellation, the Customer must complete such approval; otherwise, the cancellation request shall be deemed incomplete and invalid.
- The Bank reserves the right to cancel any pending FX Order without prior notice under following circumstances:
  - (a) any technical disruptions, regulatory constraints, system failures, or account-related limitations that prevent execution; or

(b) the Bank reasonably determines that the pending FX Order is inconsistent with applicable laws, regulations, or internal policies.

- Once the Transaction has been executed by the Bank, the Customer shall not be entitled to cancel it.

## **6. Effective period and Expiry of FX Order**

- If the Bank's Prevailing Exchange Rate does not match the Customer's Target Exchange Rate within the period specified by the Customer in the FX Order, such FX Order shall automatically expire, and no further action will be taken by the Bank.
- Once an FX Order has expired, it cannot be restored or reinstated. Should the Customer wish to place the FX Order under the same conditions, the Customer must submit the new FX Order via CIB.
- The Bank shall not be liable for any loss, opportunity cost, or exchange rate fluctuation arising from the expiry of an FX Order.

## **7. Compliance with Laws**

- All FX Orders and related Transactions must comply with applicable laws, regulations, rules, and guidelines of Thailand, including but not limited to foreign exchange control laws under the supervision of the Bank of Thailand, Anti-Money Laundering (AML) laws, Counter-Financing of Terrorism (CFT) laws, sanctions, import/export restrictions, or trade limitations imposed by competent authorities domestically or internationally.
- The Bank reserves the right to reject, suspend, or cancel any FX Order or related Transaction if the Bank determines that:
  - it does not comply with applicable laws, regulations, or regulatory requirements;
  - it conflicts with the Bank's internal risk assessment or compliance policies; or
  - it may result in financial, legal, or reputational risk to the Bank.
- The Customer agrees to provide documents, certifications, or any information requested by the Bank within the timeframe specified by the Bank, including but not limited to Transaction-related documents, source of funds, or Transaction purpose.
- If the Customer receives funds or any benefit improperly or due to an error, the Bank reserves the rights to reclaim or suspend access to the service, as well as recover the related amount without prior notice.

## **8. Liability**

- The Bank shall not be liable for any loss, damage, delay, or failure to perform caused by events beyond the Bank's reasonable control, including but not limited to system or communication disruptions, delays in receiving exchange rate data, market volatility, lack of liquidity, natural disasters, governmental actions, civil unrest, strikes, terrorism, regulatory measures, sanctions, or trade restrictions.

- The Bank's liability is limited solely to executing the FX Order in accordance with these Terms and Conditions and applicable laws. The Bank shall not be liable for any indirect, special, consequential, or incidental damages, including loss of opportunity, income, profit, data, or claims caused by inaccurate information provided by the Customer, insufficient funds, or untimely actions by the Customer.
- Furthermore, the Bank shall not be liable for any loss, delay, or rejection of the Transaction resulting from the Customer's failure to comply with foreign exchange regulations, sanctions laws, AML/CFT laws, or failure to provide required evidence or documents requested by the Bank.

## **9. Consent for Information disclosure**

The Customer 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 Customer, whether general information, personal data, information and financial status of the Customer (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 Customer or the related persons of the Customer, in any form whatsoever (hereinafter collectively referred to as the "Data"), including to analyze and assess the Customer'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 Customer 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 Customer and the related persons of the Customer 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 Customer 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.

## **10. Amendments to Terms and Conditions**

- The Bank reserves the right to amend, modify, revise, or supplement these Terms and Conditions, including service procedures, eligibility criteria, fees, and service scope, at any time. Such amendments shall be announced through the Bank's branches, website, and/or CIB.
- If amendments are required by laws, regulations, risk management obligations, or compliance requirements, the Bank may enforce such amendments immediately, and the Customer shall be notified as soon as practicable.
- These Terms and Conditions shall be supplemented and applied in conjunction with any other agreements or conditions applicable to related services agreed by the Customer.
- If the Customer becomes aware of any disruption, delay, or inability to comply with these Terms and Conditions (including technical issues affecting order processing), the Customer must promptly notify the Bank. The Bank shall investigate and respond within seven (7) Bank Business Days after completion of its internal assessment.

## **11. Governing Law+**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

- In the event of any inconsistency between the Thai version and the English translation of these Terms and Conditions, the Thai version shall prevail.
- The Customer agrees to comply with all applicable terms, conditions, procedures, including fees, and expenses relating to the FX Order Placement service via CIB, whether currently published or amended from time to time by the Bank. The Bank will notify the Customer in writing at least thirty (30) days in advance of any changes.
- The Customer agrees that any action taken by the Bank as the request of the Customer under these Terms and Conditions, or any information, instructions, documents, or records processed or generated by computers, electronic systems, or information technology devices in relation to the services hereunder constitute a valid evidence and original documents under the laws. Such evidence and documents shall be retained for use in the event of disputes or legal proceedings.
- If any liability or damage is incurred by the Bank as a result of providing services to the Customer for purposes that are unlawful or improper—whether civil, criminal, or under anti-money laundering laws—the Customer agrees to indemnify and fully compensate the Bank for all losses and expenses arising therefrom.